

**PLANNING AND DEVELOPMENT SERVICES STAFF REPORT**

**For Planning Commission Meeting of April 3, 2018**

**SUBJECT: 2050 Commerce Drive Site Plan for City Council Approval  
File No. SP17-032**

**PROPOSED CITY PLANNING COMMISSION MOTION**

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 2050 Commerce Drive Site Plan and Development Agreement, conditioned upon approval of variances from the Zoning Board of Appeals.

**STAFF RECOMMENDATION**

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

**LOCATION**

This site is located at the west side of W. Stadium Blvd., north of Commerce Drive (West Area and Allen Creek Watershed).

**DESCRIPTION OF PETITION**

The 2050 Commerce Drive site currently contains a vacant 12,000 sq. ft. office building. The petitioner proposes demolishing this structure and constructing a 4-story, 267-unit apartment building with a courtyard totaling 327,399 sq ft on a 3.8-acre site zoned C2B, Business Service District. There will be 298 interior parking spaces, 67 exterior spaces and a drop-off area on Commerce Blvd. This proposal is to be constructed in one phase at an estimated cost of \$44,000,000.

One 19-inch Black Walnut landmark tree is proposed to be removed on the west side of the site and the critical root zones of two off-site landmark trees are impacted north of the site. An alternative analysis was provided and saving the on-site landmark tree would require construction of an 8-foot deep tree well. Due to extensive grading and fill over the critical root zone of the landmark tree it is unlikely the tree would survive. The petitioner proposes mitigating for the removal of the on-site landmark tree and impacts to the critical root zones of the off-site trees by planting 13 trees along the eastern entrance drive. A 15-foot wide conflicting land use buffer is also proposed along the western property line as this site is adjacent to residential uses.

Stormwater runoff from the proposed building roof, exterior pavement, and lawn areas will be collected through catch basins and routed to one of four underground detention systems. Pretreatment will be provided via "forebay" units within each system. Infiltration can not be achieved on the site due to clay soils; therefore, the site is storing an additional 20%

more than the required 100-year storm event. To comply with the city's green streets policy, further capacity has been added to the detention system.

Access to the new apartment building is provided off a new curb cut off Federal Blvd. and connects to an existing curb cut off Commerce Dr. This connection leads to the building entrance and parking garage entrances locate on both the north and south side of the building. A new curb cut is proposed off the Commerce Dr. and Pennsylvania Ave. intersection leading to additional surface parking and trash pick-up. Variances will be required from the Zoning Board of Appeals as the total site frontage allows for a maximum total of two curb cuts (three proposed) and a curb cut cannot be located closer than 15-feet of an intersection (proposed at Pennsylvania/Commerce).

New internal sidewalk connections leading from the drive entrances to the building entrances and 20 bicycle hoop parking spaces is proposed near the main building entrance and the secondary entrance off Commerce Drive. Additional interior bicycle storage rooms are located inside the parking garage areas totaling 151 enclosed spaces.

A total of 365 parking spaces (31 deferred) are proposed exceeding the minimum of 267 spaces required for each dwelling unit. Six of these spaces will be used as electric charging spaces. Additional parking is permitted to exceed City Code when the parking is structured and does not create additional impervious surface. This site has structured parking and each unit will average 1.3 spaces.

A post card was sent to neighbors within 1,000 feet of this site notifying them of this project and a neighborhood meeting was held on August 24, 2017 (meeting minutes attached). At the time this staff report was written, the petitioner and the City have not received any comments or concerns from the public regarding this proposal.

### **SURROUNDING LAND USES AND ZONING**

|       | LAND USE                      | ZONING   |
|-------|-------------------------------|--|
| NORTH | Vehicle Storage               | M1 (Limited Industrial District)                 |
| EAST  | Yoda Studio & Vehicle Storage | C2B (Business Service District)                  |
| SOUTH | Apartment Complex             | C2B  |
| WEST  | Vacant & Townhouses           | C2B & R4B (Multiple-Family Residential District) |

### COMPARISON CHART

|                                      | EXISTING – 2050<br>COMMERCE DRIVE<br>(YELLOW CAB CO.) | PROPOSED (NEW<br>SITE)                   | REQUIRED/PERMITTED  |
|--------------------------------------|---|--|---|
| Zoning                               | C2B (Business Service District)                       | C2B                                      | C2B   |
| Gross Lot Area                       | 167,270 sq ft   | 167,270 sq ft                            | 4,000 sq ft MIN   |
| Floor Area in Percentage of Lot Area | 12,264 sq ft<br>7%                                    | 327,399 sq ft<br>196%                    | 334,540 sq ft<br>200% MAX                                     |
| Setback – Front                      | 40 ft – Commerce Dr.                                  | 22 ft- Commerce                          | 10 ft MIN<br>25 ft MAX  |
| Setback - Side                       | 44 ft   | 27 ft - North                            | None (Except 30 feet where abutting residentially zoned land) |
| Setback – Rear                       | 128 ft  | 76 ft                                    | None (Except 30 feet where abutting residentially zoned land) |
| Height                               | 1 story   | 55 ft.                                   | 4 stories MAX<br>55 ft MAX                                    |
| Parking – Automobile                 | 107 spaces  | 365 spaces (31 deferred)*                | 267 spaces (1 space/unit)                                     |
| Parking – Bicycle                    | None provided   | 151 spaces– Class A<br>20 spaces-Class C | 54 spaces MIN – 27 Class A<br>27 Class C                      |

\*additional parking permitted for structured parking

### HISTORY

In 1972, the western portion of this property was included in the Federal Heights Area Plan for an apartment development. In 1987, several lots were combined and a site plan was approved for the development of two one-story structures totaling 14,400 square feet of commercial/office/warehouse. This site plan never was implemented and, in 1988, a slightly revised site plan was approved for this site which proposed two one-story structures totaling 14,050 square feet of commercial/office/warehouse. That plan also was not implemented. In 1989, the original Paratransit site plan was approved, and administratively amended to reflect changes in the utilities in 1990. In 1993, land east of this site was added and site planned for additional parking and detention. The Phase 2 building was eliminated from the plan at that time.

### PLANNING BACKGROUND

The Master Plan: Land Use Element recommends light industrial uses for this site for several uses: light industrial uses are limited in the West Area, jobs can be created, light industrial uses are more compatible with existing residential uses to the south and with potential residential to the immediate north. Additional commercial retail uses are not recommended because of the proximity to the apartments on the south side of Commerce Drive; because increased retail uses would not support the recommendations of the Stadium Boulevard Commercial Corridor component of this plan; and retail uses can be accommodated along the corridor. A street

system that allows continued accessibility from Stadium Boulevard to South Maple Road should be incorporated into the design.

Additional Objectives of the Master Plan include reducing vacancies and redevelop sites containing obsolete buildings or facilities, which present an appearance of economic decline and to encourage infill development on vacant and underutilized land.

The Non-Motorized Plan recommends bicycle lanes and sidewalks on both sides of the street for W. Stadium Blvd. These currently exist on both sides of the street.

### **STAFF COMMENTS**

Traffic – The Transportation Impact Study (TIS) has shown that the vehicular impact from the new development will be minimal.

The TIS also shows the added vehicular traffic to the network will have an impact on non-motorized travel across Maple Road. The TIS is not predicting changes in the number of non-motorized trips crossing Maple Road at Pennsylvania Ave. However, the increase in traffic can be expected to have a disproportionate effect on the vulnerable roads at this location.

Staff request a contribution from the developer to offset this disproportionate impact by contributing to the installation of a pedestrian activated warning system at this location as recommended in the TIS.

Project Management – City code Chapter 47, Section 4:20, paragraph (2) allows for a maximum of two curb cuts based parcel's total street frontage. City Code Chapter 47, Section 4:20 (3)(a) states the following provision for drive approaches: "No opening shall be closer than 15 feet to the right-of-way line of an intersecting street or extension of the street right-of-way of a street ending at the intersection, provided that no part of the any approach shall encroach on any intersection turning area, except as otherwise required by this section.

An easement across the Arbor Ace Properties, LLC., located at 2105 W. Stadium, will also need to be obtained for this project to access water main located on that property. The proposed 12-inch water mains shall be centered within these 40-foot wide utility easements.

The mitigation calculations for the increase in sanitary sewer flow are approved. Flow equivalent to 233 GPM, will need to be removed from the sanitary sewer system in order to mitigate new flow from this proposed development. Alternatively, a payment may be made in lieu of performing actual flow removal.

The developer will be responsible for the on-going maintenance, including snow removal, of the proposed loading zone in Commerce Boulevard. This shall be noted in the site development agreement.

Parks – A Park contribution improve nearby parks, such as South Maple Park, Dolph Nature Area, or Veterans Memorial Park in the amount of \$166,875 has been requested.

Systems Planning – Storm Water – 100-year storm water detention was reviewed and approved by the City and meets the Rules of the WCWRC.

Planning – Staff supports the proposed development as The Master Plan: Land Use Element recommends compatibility with surrounding residential uses with strong pedestrian connections. The petitioner has designed the site with pedestrian connections to Maple Road and interior walks to the proposed building. An AAATA bus stop is located on the south side of Commerce Drive, just south of east entrance drive to this site.

Prepared by Chris Cheng  
Reviewed by Brett Lenart  
mg/3/22/18

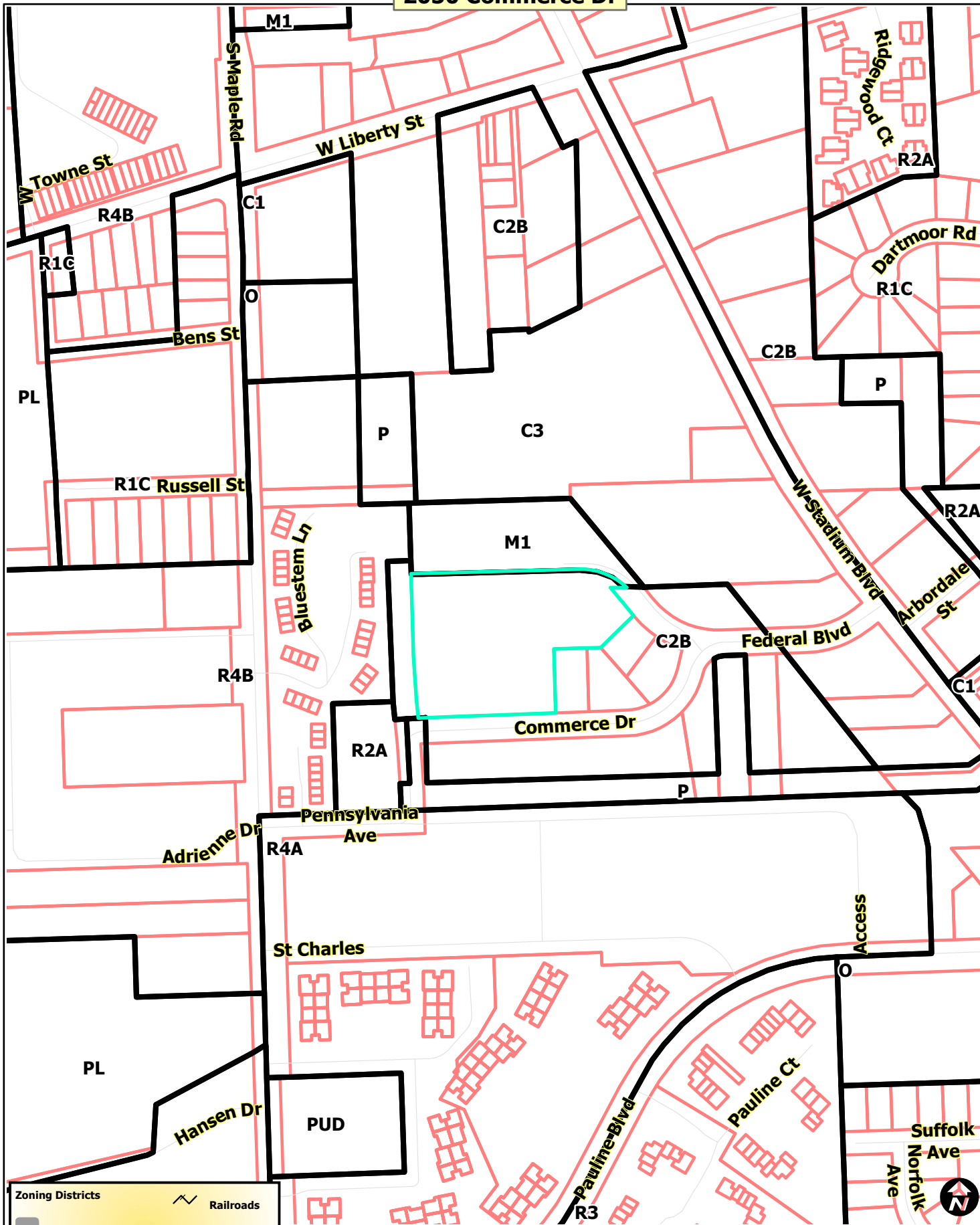
Attachments: Zoning/Parcel Maps  
Aerial Photo  
Site Plan  
Landscape Plan  
Elevations  
8/24/17 Neighborhood Meeting Minutes  
Draft Development Agreement

c: Petitioner/Owner: 2050 Commerce, LLC  
853 N. Elston Rd.  
Chicago, IL 60642

Petitioner's Representative: Scott Betzoldt, P.E.  
Midwestern Consulting, LLC  
3815 Plaza Drive  
Ann Arbor, MI 48108

Project Management  
Systems Planning  
File No. SP17-032

2050 Commerce Dr



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Map date 5/18/2017  
 Any aerial imagery is circa 2015 unless otherwise noted  
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# 2050 Commerce Dr



Map date 5/18/2017  
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2050 Commerce Dr



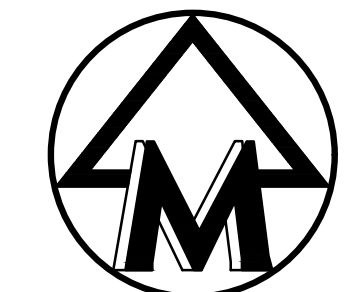
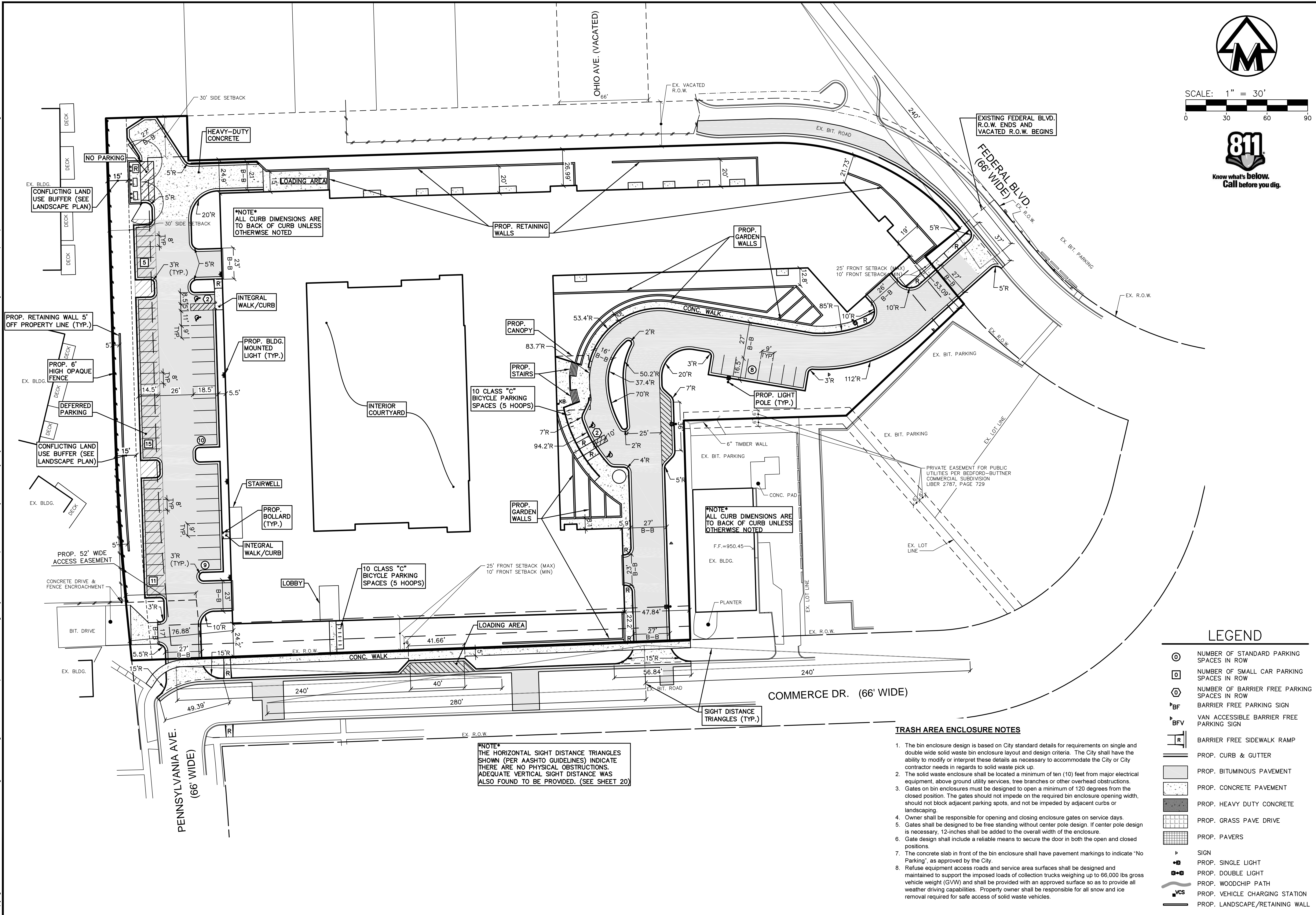
-  Railroads
-  Huron River
-  Tax Parcels



Map date 5/18/2017  
Any aerial imagery is circa 2015  
unless otherwise noted  
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M:\Civ\1324\_Proj\17061\Site Plan\17061SP1.dwg, 2/26/2018 10:50 AM, Ted P. Hirsch, DIMENSIONAL SITE PLAN, None  
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SCALE: 1" = 30'  
0 30 60 90



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853 NORTH ELSTON  
CHICAGO, IL 60642  
ATTN: JEFF GARNO

**2050 COMMERCE**  
2050 COMMERCE  
DIMENSIONAL SITE PLAN

**06**

**LEGEND**

- ⊙ NUMBER OF STANDARD PARKING SPACES IN ROW
- ⊠ NUMBER OF SMALL CAR PARKING SPACES IN ROW
- ⊕ NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- BF BARRIER FREE PARKING SIGN
- BFV VAN ACCESSIBLE BARRIER FREE PARKING SIGN
- R BARRIER FREE SIDEWALK RAMP
- PROP. CURB & GUTTER
- ▒ PROP. BITUMINOUS PAVEMENT
- ▒ PROP. CONCRETE PAVEMENT
- ▒ PROP. HEAVY DUTY CONCRETE
- ▒ PROP. GRASS PAVE DRIVE
- ▒ PROP. PAVERS
- SIGN
- +• PROP. SINGLE LIGHT
- +•+• PROP. DOUBLE LIGHT
- +•+•+• PROP. WOODCHIP PATH
- +•+•+•+• PROP. VEHICLE CHARGING STATION
- ▒ PROP. LANDSCAPE/RETAINING WALL

**TRASH AREA ENCLOSURE NOTES**

- The bin enclosure design is based on City standard details for requirements on single and double wide solid waste bin enclosure layout and design criteria. The City shall have the ability to modify or interpret these details as necessary to accommodate the City or City contractor needs in regards to solid waste pick up.
- The solid waste enclosure shall be located a minimum of ten (10) feet from major electrical equipment, above ground utility services, tree branches or other overhead obstructions.
- Gates on bin enclosures must be designed to open a minimum of 120 degrees from the closed position. The gates should not impede on the required bin enclosure opening width, should not block adjacent parking spots, and not be impeded by adjacent curbs or landscaping.
- Owner shall be responsible for opening and closing enclosure gates on service days.
- Gates shall be designed to be free standing without center pole design. If center pole design is necessary, 12-inches shall be added to the overall width of the enclosure.
- Gate design shall include a reliable means to secure the door in both the open and closed positions.
- The concrete slab in front of the bin enclosure shall have pavement markings to indicate "No Parking", as approved by the City.
- Refuse equipment access roads and service area surfaces shall be designed and maintained to support the imposed loads of collection trucks weighing up to 66,000 lbs gross vehicle weight (GVW) and shall be provided with an approved surface so as to provide all weather driving capabilities. Property owner shall be responsible for all snow and ice removal required for safe access of solid waste vehicles.

**NOTE\***  
THE HORIZONTAL SIGHT DISTANCE TRIANGLES SHOWN (PER AASHTO GUIDELINES) INDICATE THERE ARE NO PHYSICAL OBSTRUCTIONS. ADEQUATE VERTICAL SIGHT DISTANCE WAS ALSO FOUND TO BE PROVIDED. (SEE SHEET 20)

|           |                 |
|-----------|-----------------|
| JOB No.   | 17061           |
| DATE      | 9/25/17         |
| SHEET     | 6 OF 27         |
| REV. DATE | REV. DATE       |
| 10/18/17  | CADD: DAG       |
| 11/22/17  | ENG: HTH/PLR/RW |
| 12/22/17  | PK: RUG         |
| 02/13/18  | TECH: RUG       |
| 02/25/18  | 17061SP1.dwg    |

**LANDSCAPE NOTES**

- Water outlets will be provided within 150 feet of all required plantings.
- Plant materials shall be selected and installed in accordance with standards established by the City Parks and Recreation Department.
- All diseased, damaged or dead material shown on the site plan as proposed plantings shall be replaced by the end of the following growing season as a continuing obligation for the duration of the site plan.
- Restore disturbed areas with a minimum of three (3) inches of topsoil and then seed/fertilize/mulch. Fertilizer for the initial installation of lawns shall provide not less than one (1) pound of actual nitrogen per 1000 sq ft of lawn area and shall contain not less than two percent (2%) potassium and four percent (4%) phosphoric acid. After the first growing season, only fertilizers that contain no phosphorus shall be used on the site.  
Lawn seed mix shall consist as follows:  
15% Rugby Kentucky Bluegrass  
10% Park Kentucky Bluegrass  
40% Ruby Creeping Red Fescue  
15% Pennine Perennial Ryegrass  
20% Scaldis Hard Fescue  
Seed shall be applied at a rate of five pounds (5 lbs) per 1000 sq ft. Mulch within 24 hours with two (2) tons of straw per acre, or 71 bales of excelsior mulch per acre. Anchor straw mulch with spray coating of adhesive material applied at the rate of 150 gals./acre.
- Deciduous plants shall be planted between March 1 and May 15 and from October 1 until the prepared soil becomes frozen. Evergreen plants shall be planted between March 1 and June 1 and from August 15 and September 15.
- All plants except ground cover are to receive four (4) inches of shredded bark mulch. Ground cover to receive two (2) inches of Canadian peat mulch. All mulch beds to have landscape fabric between mulch and planting soil.
- All trees to be located a minimum of 10 feet from public utilities or as approved by the City of Ann Arbor Project Management Services Unit.
- All single trunk, deciduous trees shall have a straight and a symmetrical crown with a central leader. One sided trees or those with thin or open crowns shall not be accepted. All evergreen trees shall be branched fully to the ground, symmetrical in shape and have not been sheared in the last three (3) growing seasons.
- Shade trees are to be a minimum of 15 feet on center. Evergreen trees are to be minimum of 12 feet on center.
- All compacted subgrade soils in proposed landscape areas shall be tilled to a minimum 12-inch depth prior to installation of topsoil, geotextile fabric, or other planting media as specified.
- Planting Soil: Existing, in-place or stockpiled topsoil. Supplement with imported topsoil as needed. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments to produce planting soil:
  - Ratio of Loose Compost to Topsoil by Volume: 1:4.
  - Ratio of Loose Compost to Topsoil by Volume: 1:4.
  - Ratio of Loose Compost to Topsoil by Volume: 1:4.
  - Ratio of Loose Compost to Topsoil by Volume: 1:4.
  - Weight of Lime per 1000 Sq. Ft.: Amend with lime only on recommendation of soil test to adjust soil pH.
  - Weight of Sulfur or Aluminum Sulfate per 1000 Sq. Ft.: Amend with sulfur or aluminum sulfate only on recommendation of soil test to adjust soil pH.
  - Volume of Sand: Amend with sand only on recommendation of Landscape Architect to adjust soil texture.
  - Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: Amend with fertilizer only on recommendation of soil test to adjust soil fertility.
- Snow cannot be pushed onto interior islands unless they are designated on the plan for snow storage. Bio-retention islands can be used for snow storage.
- Snow storage areas are located along edges and corners of parking areas as shown on the plan.

**LANDSCAPE REQUIREMENTS**

**I. PARKING LOT LANDSCAPING:**

Vehicular Use Area = 15,089 s.f. (E) & 18,351 (W)  
 Interior Landscape Area required 1:20 = 755 s.f. (E) & 918 (W)  
 Interior Landscape Area proposed = 800 s.f. (E) + 1,085 s.f. (W)  
 Trees required 1/250 SF = 4 trees (E) and 4 trees (W) = 8 trees  
 Trees proposed 9 LT + 1 QB = 10 total  
 Bio-retention required (50% total required) = 378 s.f. (E) & 459 (W)  
 Bio-retention proposed = 383 s.f. (E) & 675 s.f. (W)

**II. STREET TREE ESCROW:**

Federal Blvd. frontage (45 ft) + Commerce Blvd. frontage (425 ft) = 470 l.f.  
 470 l.f. x \$130/l.f. of street frontage = \$611.00  
 Proposed: \$611.00 to City Tree Fund  
 Canopy Loss: (1) 3' shade tree x \$192/inch = \$576.00

These amounts must be paid prior to issuing building permits. Checks are to be made payable to City of Ann Arbor, and mailed to Systems Planning Unit, 301 E. Huron St., PO Box 8647, Ann Arbor, MI 48107-8647 Attn: Kerry Gray. Include the project name and number on the check.

**III. TREE MITIGATION:**

There is (1) Landmark Tree on-site and (2) Landmark Trees off-site.  
 Total landmark regulated trees removed = 1 trees / 19 caliper inches  
 Total landmark regulated trees impacted = 2 trees / 35 caliper inches  
 50% mitigation required = 54" x 0.5 = 27 caliper inches required  
 Trees provided: 13 (2 LT + 11 QB) trees x 2.5" = 27.5 caliper inches provided

**Total mitigation inches provided = 27.5 (27 required)**

Proposed mitigation plantings are shown in the Plant Schedule on Sheet 8.

Landmark removals include:  
 No. 393 - 19" Black Walnut

Landmark impacts include:  
 No. 221 - 18" Black Cherry  
 No. 223 - 17" Sugar Maple

**IV. RIGHT OF WAY SCREENING:**

Required: One tree per 30 feet of frontage  
 Frontage: 60 linear feet  
 Trees Required: 6 + 30 = 2 trees  
 Trees Provided: 2 LT  
 Required: Hedge, berm or wall, minimum 30 inches tall; 50% evergreen  
 Provided: 8 TT

**V. CONFLICTING LAND USE BUFFER:**

Required: 15 l.f. wide buffer strip  
 Proposed: 352 l.f., 15 l.f. wide buffer strip  
 Required: (1) tree for each 15 l.f., 50% evergreen  
 352 l.f. / 15 = 24 trees (12 evergreen)  
 Proposed: 24 trees (6 PA + 2 AR + 8 PG + 8 PO)  
 Required: 4 ft high continuous opaque screen  
 Proposed: 6 ft high opaque fence + 36 shrubs (16 AB + 20 VD)

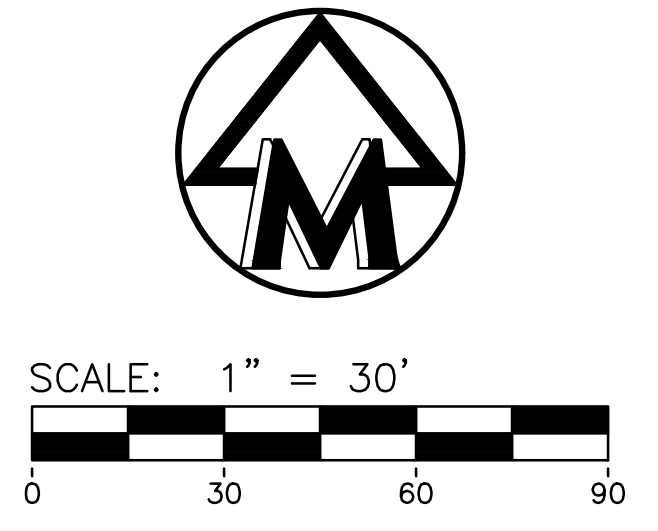
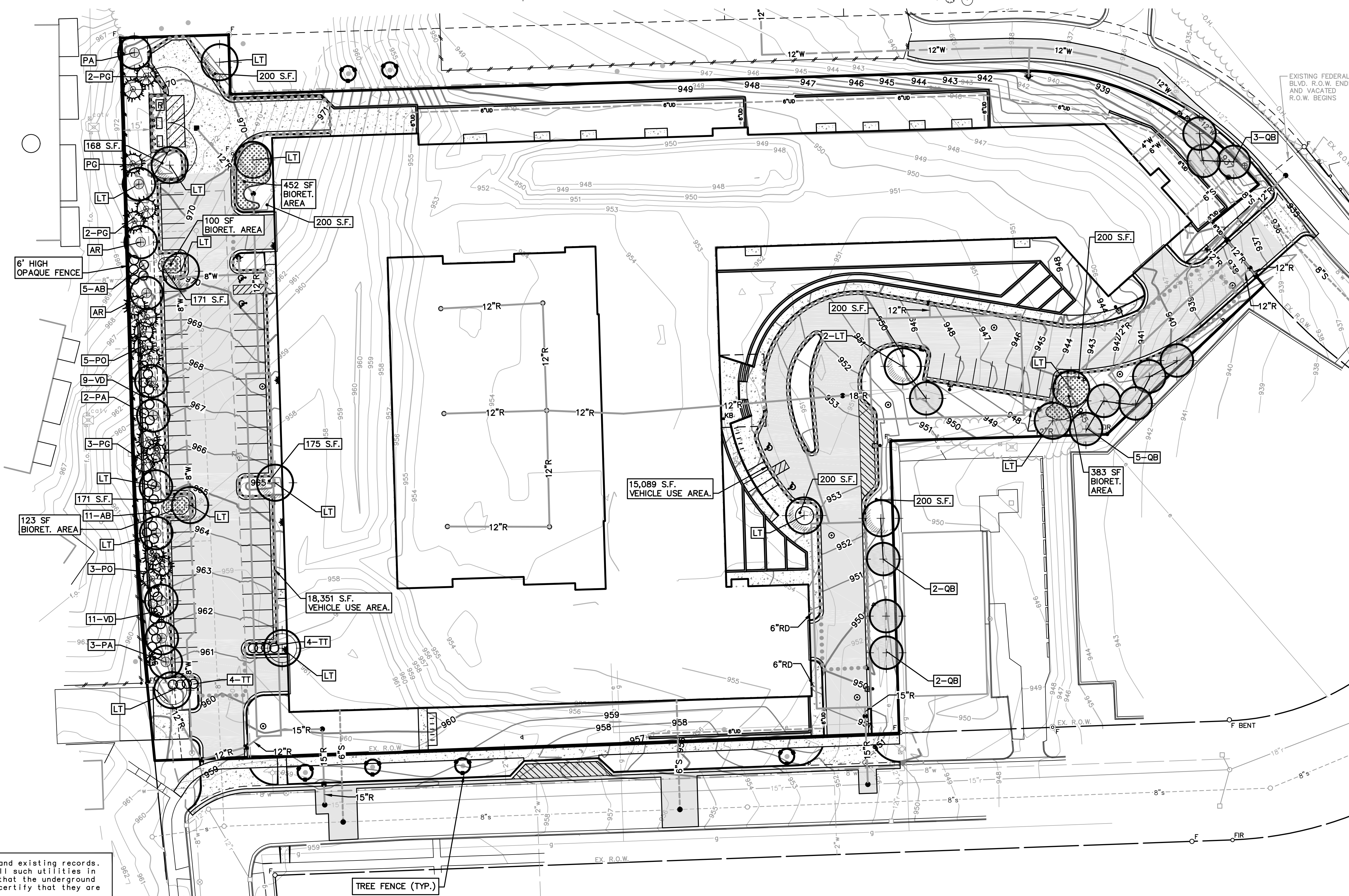
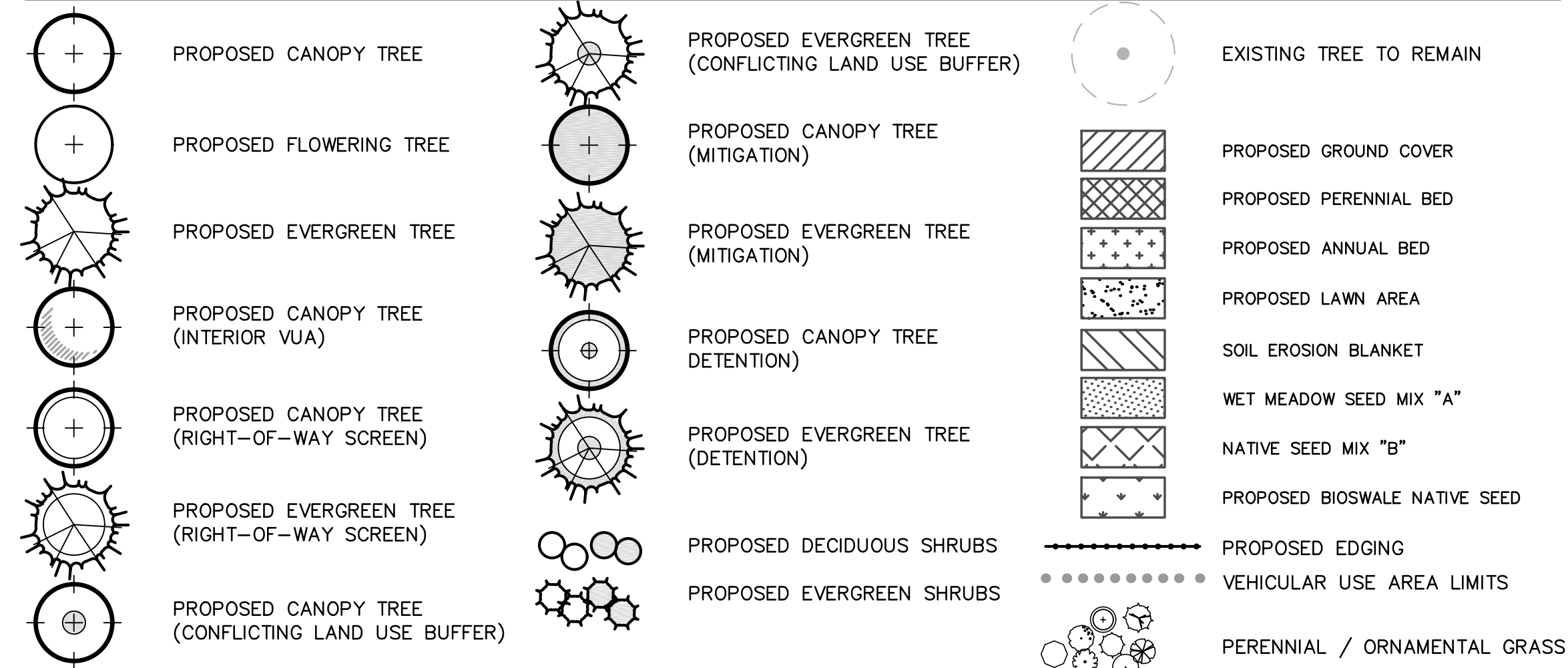
**VI. NATURAL FEATURES:**

Statement of Natural Features Impacts is shown on Sheet 1.

**Plant Materials List**

| Mitigation             | V.U.A. | C.L.U.B. | R.O.W. | Symbol | Botanical Name                              | Common Name                       | Size       | Root  | Remarks |
|------------------------|--------|----------|--------|--------|---|-----------------------------------|------------|-------|---------|
| <b>Deciduous Trees</b> |        |          |        |        |   |                                   |            |       |         |
|                        | 2      | 9        | 2      | PA     | <i>Platanus acerifolia</i>                  | London Planetree                  | 2-2.5" cal | BB    |         |
|                        | 11     | 1        |        | LT     | <i>Liriodendron tulipifera</i>              | Tulip Tree                        | 2-2.5" cal | BB    |         |
|                        |        |          |        | QB     | <i>Quercus bicolor</i>                      | Swamp White Oak                   | 2-2.5" cal | BB    |         |
|                        |        |          |        | AR     | <i>Acer rubrum 'Autumn Blaze'</i>           | Autumn Blaze Red Maple            | 2-2.5" cal | BB    |         |
| <b>Evergreens</b>      |        |          |        |        |   |                                   |            |       |         |
|                        |        | 8        |        | PG     | <i>Picea glauca</i>                         | White Spruce                      | 7-8' ht.   | BB    |         |
|                        |        | 8        |        | PO     | <i>Picea omorika</i>                        | Serbian Spruce                    | 7-8' ht.   | BB    |         |
| <b>Shrubs</b>          |        |          |        |        |   |                                   |            |       |         |
|                        | 16     |          |        | AB     | <i>Aronia arbutifolia 'Brilliantissima'</i> | Red Chokeberry                    | #5         | Cont. |         |
|                        | 20     |          |        | VD     | <i>Viburnum dentatum 'Chicago Lustre'</i>   | Chicago Lustre Arrowwood Viburnum | #5         | Cont. |         |
|                        |        | 8        |        | TT     | <i>Taxus x 'tauntonii'</i>                  | Taunton Yew                       | 24-30" ht. | BB    |         |

**LANDSCAPE LEGEND**



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 CHICAGO, IL 60642  
 ATTN: JEFF GARNO

**2050 COMMERCE**  
 2050 COMMERCE  
 LANDSCAPE PLAN

**09**

JOB No. **17061**  
 DATE: 9/25/17  
 SHEET 9 OF 27  
 REVISIONS:  
 10/18/17 CADD: DAG  
 11/22/17 ENG: HTH/PLH/RW  
 12/22/17 PM: RUG  
 02/13/18 TECH:  
 02/25/18 17061LP.dwg

## **Citizens' Participation Meeting Report**

September 18, 2017

Project: **2050 Commerce - Ann Arbor, MI**

Meeting Date: **August 24<sup>th</sup>, 2017**

Location: **Weber's grand ballroom**

Time: **6:30pm-8:00pm**

The City Planning & Development Services provided a list of addresses to which to mail notices of the meeting. Approximately 1495 postcards were mailed out to the addresses provided describing the project and indicating the time, date, and location of the **Citizens' Participation Meeting**.

At approximately 6:40 pm the meeting was convened by the project architect, J. Bradley Moore, and a sign-in sheet started for meeting participants to record their presence. He indicated that he had other members of the project team with him including the project land planner, landscape architect and civil engineer from Midwestern Consulting. At approximately 6:40pm, with about 15 attendees in attendance, Mr. Moore started the evening's meeting by outlining the process and requirements of obtaining site plan approval through the city's designated processes. He then made a presentation of the multi-family residential project proposed for the north side of Commerce Blvd. between Pennsylvania and Federal Blvd. He noted that the new proposal is in compliance with the existing zoning of the property. After the presentation Mr. Moore opened the meeting up to participants for their questions and comments.

The following is a summary of comments and questions voiced by participants and answers provided (*answers/responses in italics*) by Mr. Moore and/or other project team members:

Will the existing "Yoga" building to the east of the site be part of the project? *The developers have considered that option and made offers to the owners of that property but at this time the proposed project does not include that property.*

How much on-site parking is proposed? *Mr. Moore stated that zoning requires that there be at least one parking spot per apartment and that there will be approximately 260 apartments in the project. The design team has been directed to get as close as possible to 1.5 spaces per apartment for financing reasons but at the current time we have been able to incorporate about 1.4 spaces per dwelling unit. Bike parking will likely be at least 100 more than required. There may be shared vehicles on-site as well.*

What size/type apartments will there be in the project? *We are planning on 30% efficiencies including 'micro apartments' and the rest would be one and two-bed room units. All would be market rate.*

Who would be the clientele? *The project is targeted to workforce and young professionals that want to live in a walkable community on transit lines but not have to pay "downtown" rent rates.*

How are you delineating the condos from the new project? *Mr. Gorenflo, of Midwestern Consulting, indicated that the project is design to minimize cut & fill & indicated that a landscaped conflicting land*

*use buffer is required along the western property line of the project between the proposed surface parking lot and the existing condos to the west.*

*Will the project be asking for any public subsidies? The developers are investigating if there is any on-site contamination that may qualify it for Brownfield programs available through the city and county.*

*Has there been any environmental testing on the property? Yes, a Phase 1 has been completed and a phase 2 is in the works.*

*How energy efficient will the project be? The project will meet all energy codes and we will strive to be designed to be LEED certifiable but the developers do not intend to pursue certification.*

*How many residential units will there be in total? The building floor plans are still being finalized but there will be around 230 apartments.*

*How big will the units be? The smallest – the Micro apartments will be less than 400 sf and the biggest will be around 1,250 sf.*

*What elements will be considered to prevent people from cutting through the condo property to the west to get to a bus stop on Maple Rd.? The landscaped conflicting land use buffer along the western property line will be a deterrent and we will ask the developers to consider some fencing as well.*

*Where will parking provided? The project has some surface parking spaces outside the building but most of the parking will be inside the building.*

*A participant asked how high the new building will be. Mr. Moore stated that the zoning ordinance requires no more than four stories and average building height not to exceed 55 feet. He further indicated that the building will step up the site with the grade.*

*How will the trash pick-up be handled? There will be a common trash room in the building with a compactor and compact trash bins and recycle carts that will be wheeled to a screened enclosure at the NW corner of our site on pick-up day.*

*A participant stated that he strongly objected to the location of the trash enclosure as it was close to the condo property – he suggested moving the location of the enclosure and the surface parking to the north side of the property. Mr. Gorenflow indicated that the grading along the north side of the property was not favorable for that idea.*

*A participant asked if the project will have community spaces facing west for partying? Mr. Moore stated that the community spaces would not be on the west side of the project/building.*

*Will the project require approval from the Planning Commission? Yes, the project will go to the Planning Commission and City Council for approval. It is designed to be a “by-right” type project.*

*Will existing trees come down? Yes, some will come down, some may be moved but many are off-site on adjacent parcels including the woods at the NE corner of the condo project.*

How long will the construction take and when would the first occupancy commence? *We estimate between 13 and 16 month of construction with a start of construct by mid 2018.*

Have you done shade studies to determine the effect on neighboring property values? *No, such a study is not required.*

Is the existing utility infrastructure adequate for the project? *Yes.*

Will a traffic study be required? *Yes.*

Will there be subsidized "affordable" units? *None are proposed.*

What will the rental rates be for the units? *That will be determined by the developers based upon their market studies but the project will be "market-rate".*

How will storm-water be handled? *The required on-site stormwater detention will be done through subterranean chambers and meet all city code requirements.*

When will the project come before the City Council? *Early next year, most likely.*

Is the City Council likely to approve it? *I would never want to predict what the council will do but the project will meet all city ordinances.*

A participant asked how long the project would take to build. *Mr. Moore stated that the developer is anticipating a construction start in the summer of 2018 and that it should take about 13-16 months to build.*

What are the next steps? *Presentation of the proposal for review by city staff and then the Planning Commission and lastly City Council.*

An attendee asked if the units would be for rent or for sale. *Mr. Moore stated that these would all be rental units.*

Will there be on-site staff? *There will onsite staff, both leasing and maintenance during business hours and on-call 24/7 otherwise. Some Staff will likely live on-site.*

Will there be guest bike parking? *Yes.*

A participant asked if the project would permit pets? *That is has not been finally determined but most likely yes.*

A participant asked if there would be additional opportunities for public input? *Yes, during staff review via letters or emails then again at Planning Commission and then lastly at City council.*

A participant suggested a traffic light be installed at the intersection of Pennsylvania and Maple.

Any solar or green roof components incorporated into the project? *That level of detail has not been determined yet but we always design roof structures to accommodate loading imposed by solar panels.*

What type of HVAC system will be incorporated into the project? *That level of detail has not been determined yet but we are evaluating many alternate types of systems. It is unlikely there will be one central plant.*

Please make sure that garage ventilation system is positioned towards the towing lot to the north so that it won't disturb neighbors.

What type of amenities will be incorporated into the project? *That level of detail has not been finalized yet.*

What opportunities will there be for reviewing the plans going forward? *Mr. Moore explained how to access project drawings and other files submitted to the city on the city's eTrakit website and indicated that hardcopy prints of drawings submitted were available at city hall on a table outside the Planning department in city hall.*

What type of lighting will be incorporated into the project? *That level of detail has not been finalized yet but all city codes will be followed.*

The meeting adjourned at approximately 8:05pm and participants were once again encouraged to sign the attendance sheet. Mr. Moore and Mr. Gorenflo stayed after the meeting for a few minutes to answer additional questions which have been included here.

## 2050 COMMERCE DRIVE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018 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 2050 Commerce, LLC, an Illinois Foreign Limited Liability Corporation, with principal address at 853 North Elston, Chicago, IL 60642, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as 2050 Commerce 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 2050 Commerce Drive, and desires Site Plan for City Council 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 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 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. The final course of asphalt paving shall be completed prior to the issuance of building permits on the site.

(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) The developer will be responsible for the on-going maintenance, including snow removal, of the proposed loading zone in Commerce Boulevard.

(P-9) To convey to the CITY, prior to the issuance of any permits and subject to acceptance by the Ann Arbor City Council, new 40-foot wide utility easements will need to be dedicated to clarify the permanent easement locations. The easement in the vacated Ohio Avenue shall line up with and abut the easement in the vacated Federal Boulevard.

An easement across the Arbor Ace Properties, LLC., located at 2105 W. Stadium, will also need to be obtained for this project to access water main located on that property. The proposed 12-inch water mains shall be centered within these 40-foot wide utility easements.

The petitioner acknowledges that utility easements within the vacated Ohio Avenue and Arbor Ace Properties, LLC. (2105 W. Stadium) will need to be obtained in coordination with the City and adjacent property owners. All off-site easements will need to be executed prior to the issuance of any permits.



The Pennsylvania Avenue Street Vacation, recorded on 03/09/2000 (Liber-3933, Page-752), indicates “the City hereby reserves easement rights for public and private utilities in, on and over the vacated Pennsylvania Avenue.” In addition, it was contingent upon the granting of a public access easement over the portion of Pennsylvania Avenue, immediately north of Commerce Drive, to provide access to the Housing Commission property. The petitioner has indicated that this will be completed with a new easement and dedication. A draft of this easement shall be submitted for review prior to execution.

The City reserved easement rights for public utilities in, on and over the entire vacated Pennsylvania Avenue right-of-way, as referenced in the street vacation resolution recorded in Liber 3933, Page 752.

The petitioner desires to occupy some of the existing easement area with elements not permitted within utility easements. The City is agreeable to this approach so long as the required easement widths are maintained for each public utility located in this area.

(P-10) 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-11) 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.

(P-12) Existing landmark trees shown on the site plan as trees to be saved shall be maintained by the PROPRIETOR 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 and street 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.

(P-13) For the benefit of the residents of the PROPRIETOR'S development, to make a park contribution of \$166,875 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for improvements to South Maple Park, Dolph Nature Area or Veterans Memorial Park.

(P-14) 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-15) 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-16) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the PROPRIETOR or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the PROPRIETOR, or Association, at the address listed above, requiring it to commence and complete the maintenance 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 or Association if the PROPRIETOR or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the PROPRIETOR in the master deed.

(P-17) 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-18) 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 Allen Creek Watershed.

(P-19) That traffic mitigation measures in the Pennsylvania Avenue and South Maple Road intersection will be beneficial to the PROPRIETOR'S property and, therefore, to pay the CITY \$ \_\_\_\_\_ for its share of the cost for traffic mitigation measures, which may include, but are not limited to one or more of the following:

- a) the installation of a pedestrian activated warning system at this location as recommended in the TIS.
- b) Other less traditional measures, which will similarly mitigate excess traffic, flow at the intersection with similar benefit to the PROPRIETOR'S property by facilitating decreased use of automobiles and increased use of alternate modes of transportation. These measures may include, but are not limited to, park and ride lots, bicycle and pedestrian facilities, and transit improvements.

The PROPRIETOR(S) will pay to the CITY, within 90 days of written notice and reasonable documentation evidencing the cost of such traffic mitigation measures sent by the CITY to the PROPRIETOR at the address listed above.

(P-20) 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-21) 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-22) To submit signed and sealed drawings to the CITY reflecting the building elevations, setbacks, aesthetics, and materials approved by City Council 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 submitted to the Planning Department for review and determination if City Council approval is needed for approval.

(P-23) 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-24) No lot in 2050 Commerce Drive may be divided such that an additional building parcel is created.

(P-25) 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-26) 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-27) 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-28) 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. *(or against that portion of the cost of the work)*

(P-29) 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 2050 Commerce Drive.

(C-2) To use the park contribution described above for improvements to the South Maple Park, Dolph Nature Area, or Veterans Memorial Park.

(C-3) To use the \$ \_\_\_\_\_ as stated above contribution for traffic mitigation measures at the Pennsylvania Avenue and South Maple Road intersection.

(C-4) To provide timely and reasonable CITY inspections as may be required during construction.

(C-5) To record this agreement with the Washtenaw County Register of Deeds.

(C-6) Other items as needed.

**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:

*Lots 6, 7, 8, 9, 10, 11, 16, 17, 18, and 19, Bedford-Buttner Commercial Subdivision, as recorded in Liber 16 of Plats, Pages 8 and 9, Washtenaw County Records, together with vacated Pennsylvania Ave., as recorded in Liber 3933, Page 752, and the Southerly 1/2 portion of vacated Federal Boulevard as recorded in Liber 3920, Page 887, Washtenaw County Records.*

(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:

\_\_\_\_\_  
Howard Lazarus, City Administrator

Approved as to Form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

2050 Commerce LLC

Witness:

\_\_\_\_\_

By: \_\_\_\_\_  
*Robert Weill, Manager*

STATE OF MICHIGAN )  
  ) ss:  
County of Washtenaw )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared Christopher Taylor, 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.

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

STATE OF MICHIGAN )  
  ) ss:  
County of Washtenaw )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Robert Weill, 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

DRAFT