

CITY OF ANN ARBOR  
REQUEST FOR PROPOSAL



**REAL ESTATE MARKETING AND BROKERAGE SERVICES**

RFP No. 895

Proposal Due Date: Friday, May 16, 2014 10:00 AM (Local Time)

City Administrator's Office  
Administering Service Area/Unit

Issued By:  
City of Ann Arbor  
Procurement Unit  
301 East Huron Street  
Ann Arbor, Michigan 48107-8647

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## Section 1

### General Information

#### **A. OBJECTIVE**

The City of Ann Arbor seeks a real estate firm with qualified personnel who have previous experience in providing commercial real estate brokerage and marketing services to governmental and/or corporate clients. The City desires to sell a portion of the surface level of the City-owned Library Lane Parking Structure (319 S. Fifth Ave., Ann Arbor, MI) for development purposes. . The Development must create jobs, increase the City tax base, and integrate an urban public park. The City is to have the successful broker/firm enter into a Professional Services Contract with the City to supply real estate services as outlined herein.

The selected real estate firm will be paid strictly on commission basis and will be expected to work closely with City personnel.

#### **B. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS**

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondent's in accordance with the terms and conditions of this RFP.

All questions or requests for clarification shall be submitted on, or before 3:00 P.M. (Local Time), Friday, May 9, 2014 and should be addresses as follows:

RFP 895 Scope of Work/Proposal Content questions emailed to Steven D. Powers, City Administrator at [spowers@a2gov.org](mailto:spowers@a2gov.org)

RFP 895 Process and HR Compliance questions to Mark Berryman, Procurement Officer, at [mberryman@a2gov.org](mailto:mberryman@a2gov.org)

The person making the request shall be held responsible for delivery and verification of receipt.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to [mberryman@a2gov.org](mailto:mberryman@a2gov.org).

## **C. PROPOSAL REQUIREMENTS**

To be considered, each Respondent must submit a response to this RFP using the format provided in Section III (Information Required and Evaluation Criteria). No other distribution of Proposals is to be made by the Respondent. The Proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each Proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP. Original proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Proposal. The proposal shall be no more than 25 pages in length, printed in a double-sided format. Additional information provided in the appendices will not count towards the page limitations. Electronic versions of proposals must be submitted in the format specified.

Each person signing the Proposal certifies that he/she is the person in the Respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

**Respondents must submit four (4) copies of the sealed Proposal including the fee proposal in the manner specified in subsection G below.**

## **D. SELECTION CRITERIA**

Responsive proposals will be evaluated using a point system, as shown in Section III. The evaluation will be completed by a selection committee of staff from the City of Ann Arbor.

The following criteria will be used in evaluating proposals:

- Technical expertise, size and/or structure of firm and ability to timely complete assigned tasks.
- Knowledge of local real estate market and Midwest region
- Global reach for marketing the property
- Degree of commercial real estate experience, qualifications and references
- Proven commercial real estate track record
- Knowledge of various industry sectors
- Experience with presenting innovative ideas for marketing publically owned property and with engaging community stakeholders
- Experience negotiating development sales involving the integration of urban public space
- Ability of the firm to meet or exceed the requirements defined in this RFP

- Fee schedule

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation, the City will determine top applicants, and open only those fee proposals.

The City does not anticipate holding interviews for these services. However, the City has the right to request interviews with selected Respondents when necessary. If the City elects to interview Respondents, during the interviews, the selected firms will be given the opportunity to discuss their Proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to provide these services. Respondents are expected to be available for interviews if requested.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor subsequent receipt and evaluation of any response by the City, will commit the City to award a contract to any respondent even if all of the requirements in the RFP are met. Only the execution of a written contract will obligate the City in accordance with the terms and conditions contained in the contract.

## **E. ADDENDUM**

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the Respondent's responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the Proposal.

Each Respondent must in its Proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of any addenda shall not relieve the Respondent of the responsibility for complying with the terms thereof. Any harm to the Respondent from such failure shall not be valid grounds for a protest against an award made under this solicitation.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## F. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **Friday, May 16, 2014 by 10:00 am (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and (2) two additional copies and (1) electronic pdf/word (on DVD or CD) version of their proposal in a sealed envelope and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within the Respondent's sealed Proposal.

Proposal submitted must be clearly marked: **RFP 895, Real Estate Marketing & Brokerage Services** and then list Respondent's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Fl  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

By submitting a proposal, the Respondent represents that it has (1) thoroughly examined and become familiar with the scope of services outlined in the RFP and (2) is capable of performing quality work to achieve the City's objectives.

**A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.**

## **G. TERM AND TYPE OF CONTRACT**

The contract period for the successful Respondent will be twelve (12) months from the date of award. The contract may be renewed for an additional term upon satisfactory performance by the broker/firm under the same terms and conditions and at the sole discretion of the City Administrator. Alternate contract period(s) may be considered.

A copy of the City's Professional Services Agreement (PSA) and contract provisions, including the City's insurance requirements, is incorporated into the RFP as Appendix A. Those who wish to submit a Proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the Insurance requirements under a City contract are listed in the PSA. The selected Respondent will be required to execute the City's Professional Services Agreement. **The City will not entertain changes to the terms of the standard Professional Services Agreement except where required based on the negotiated scope, fee, and if applicable contract period.**

## **H. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

## **I. AWARD PROTEST**

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The Respondent must clearly and specifically state the basis for the protest in sufficient detail for the City to review and respond. If a Respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Respondent to the Purchasing Agent. The Purchasing Agent will provide the Respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

## **J. SCHEDULE**

The Proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the anticipated schedule for this RFP and PSA procurement.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Advertise RFP 895	Friday, April 25, 2014
Question/Clarification Deadline	Friday, May 9, 2014
Proposal Deadline	Friday, May 16, 2014
Interviews (if held)	Week of May 19, 2014
Approval and award of contract	Friday, May 30, 2014

Note: The above schedule is for information purposes only and is subject to change at the City's discretion.

#### **K. DISCLOSURES**

All information in a Respondent's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

A respondent's labeling of any proposal material as "confidential" or otherwise exempt from disclosure is not binding on the City, and the City will not be liable to the respondent or to any other person or entity for disclosing any portion of the respondent's proposal as required by law.

#### **L. DEBARMENT**

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

**M. SUBCONTRACTORS**

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

**N. HUMAN RIGHTS INFORMATION**

The City's standard PSA outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its Proposal completed contract compliance forms. In event they are not, the Respondent will have 24 hours from the City's request to return completed forms. Contract compliance forms are found in Section IV, Attachment B.

**O. LIVING WAGE**

All Respondent's proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The Respondent agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code.

The Living Wage form should be submitted with Proposal. In event they are not, the Respondent will have 24 hours from the City's request to return completed forms. Section 1:815 and Living wage forms are found in Section IV, Attachment C.

**P. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best

interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is found in Section IV, Attachment D.

#### **Q. INDEPENDENT FEE DETERMINATION**

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
  - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
  - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

#### **R. IRS FORM W9**

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9.

## **S. NEWS RELEASE**

Respondents shall not issue any new releases or make any statement to the news media pertaining to this RFP, proposal, contract, or any work resulting therefrom without the prior written consent of the City Administrator.

## **T. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondent's.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope to be implemented.
6. The City reserves the right to select one or more Respondent's to perform services.
7. The City reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

## Section 2

### Scope of Services

#### BACKGROUND

The City of Ann Arbor owns a multi-level parking structure (“Library Lane Parking Structure”) located at 319 S. Fifth Avenue, which is managed and operated by the Ann Arbor Downtown Development Authority. The Library Lane Parking Structure is located north of the Ann Arbor Downtown District Library between South Fifth Avenue and South Division Street on a 1.2 acre parcel, of which a minimum of 12,000 sf is to be devoted to public park, and approximately 17,000 sf to be reserved for Library Lane and adjacent sidewalks. The Parking Structure consists of surface uses including a temporary surface parking lot and four below grade levels of parking. Underground parking provides approximately 711 public parking spaces for both permit and hourly parking. Stairs/elevators from the underground levels to the surface level of the Parking Structure promote pedestrian connections to downtown including access to the east (Division Street stair) to East Liberty Avenue (Liberty stair/elevator) and to the west and south (Fifth Avenue stair and Central stair/elevator).

#### General Property Information

Current Use:	Surface Parking
Lot Area in SF:	35,112.0
Zoning:	D1
Sanitary capacity:	Local capacity available. Trunkline constraints exist (FDD to be done in specified area)
Water capacity:	12” watermain fronts lot on Division. 12” main comes down 5 <sup>th</sup> Ave; but stops one parcel shy of this lot.
Storm capacity:	12” stormmain in Fifth Ave; however no stormmain in Division

The Ann Arbor City Council has approved the redevelopment of the property at 319 S. Fifth Avenue as a condominium with the City retaining 12,000 sf for an urban public park and the remaining sf, surface level and above, to be listed for sale for development. (see Appendix B) Existing stairwells and elevators connecting the surface level to the underground levels of the Library Lane Parking Structure are expected to be incorporated in the overall development of the public/private development. Future development must allow for continued function of the Parking Structure and its entries and exits.

Provisions for water, sewer and electrical included in the Parking Structure design and foundation and structural support requirements for future surface development are listed in Appendix C1.

The City is committed to a development that creates:

- A vibrant live, work, learn, and play environment
- A strong sense of place based on smart growth principles
- “Green” development

Additional Information regarding the property, downtown district and the City:

- Connecting William Street – Recommended Development Strategies (Appendix C2) Full Report link included in Appendix.
- Ann Arbor Downtown Development Authority 2012-2013 State of Downtown Report (Appendix C3)
- City of Ann Arbor Park Advisory Commission Downtown Parks Subcommittee Report: [http://www.a2gov.org/government/communityservices/Parks-Recreation/administrative/Documents/pac/Park%20Advisory%20Commission%20\(PAC\)%20Downtown%20Parks%20Subcommittee%20Report%20-%20Final.pdf](http://www.a2gov.org/government/communityservices/Parks-Recreation/administrative/Documents/pac/Park%20Advisory%20Commission%20(PAC)%20Downtown%20Parks%20Subcommittee%20Report%20-%20Final.pdf)
- City of Ann Arbor Downtown Park/Open Space Survey Results: <http://www.a2gov.org/government/communityservices/Parks-Recreation/administrative/documents/pac/Downtown%20Park%20and%20Open%20Space%20Survey.pdf>
- City Planning and Zoning website [www.a2gov.org/zoning](http://www.a2gov.org/zoning)

SCOPE OF WORK

The selected firm will be responsible for assisting the City with commercial brokerage services, representing the City’s interest in marketing and negotiating the sale of the property, and potentially providing other commercial real estate related services as requested.

The successful real estate firm shall agree to contract with the City to:

- Assist the City in creating an optimal disposition strategy for the City property to be marketed for sale to ensure greatest market and optimum return.
- Develop marketing materials (electronic and/or hard copy), assist the City in advertising the sale of the City property and/or list the property directly on behalf of the City via the appropriate form(s) of media
- Participate in site tours of the property for potential buyers (to be coordinated with City/DDA staff) and handle all other customary activities and services associated with marketing a property
- Evaluate offers received and prepare narrative analysis of each offer
- Provide economic analysis of all offers and prepare report of such analysis
- Recommend the best possible offer, providing documentation as necessary to substantiate
- Assist potential purchasers with community engagement to integrate urban public park with development

In addition, the successful Respondent may also be required to:

- Prepare executive summaries and presentation for City Administrator/PAC/City Council
- Assist in presentation to City Council (if requested)
- Provide support to the City Attorney in negotiating and closing on the sale of the property

The Ann Arbor City Council has authorized the listing of the property with the intent to have listing proceed as soon as possible after the acceptance of the best qualified broker proposal.

There is considerable community interest in the use of the site and the integration of any development with the urban public park. The City is interested in a real estate transaction process that is as publically accessible as possible. The selected Respondent should anticipate providing a timeline that includes a discussion of how it intends to market the property, inform and update City staff on how its proposed process addresses potential issues, conflicts of interest or challenges the City may anticipate in selling the property.

#### Broker's Qualifications

Responses to the RFP are sought only from experienced firms who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate brokerage services. As such, proposals must demonstrate that the Respondents to this RFP meet the following minimum qualifications to be eligible for consideration:

- The firm, organization or company must be a licensed real estate broker with the State of Michigan. The Managing Principal (e.g., Lead Broker) and other key real estate professional(s) assigned to the contract must be licensed real estate brokers in the State of Michigan.
- The firm, organization or company and its real estate professionals must have an excellent reputation in the real estate community
- The key real estate professional(s) assigned to the contract must be knowledgeable in the local, regional, and national, real estate market and have experience and a proven track record of providing commercial real estate brokerage transactional services involving commercial properties for governmental and/or corporate clients.
- The Lead Broker should have some familiarity with relevant local land use and zoning controls for properties within the City as governed by the Ann Arbor City Code (which is available online at [www.a2gov.org/zoning](http://www.a2gov.org/zoning))

### Intent of Proposed Scope

Additional work necessary to meet the intent of the proposed scope should be included in Proposals.

### Special Conditions

Prospective buyer will be required to enter into the City's Purchase and Sale Agreement (to be provided to the selected real estate broker). The property will be sold in "as is" condition, subject to easements and restrictions of record, with no warranties, other than title, made or implied by the City

Sale of the property is subject to the approval of the Ann Arbor City Council. There is no guarantee that the City will choose to sell the property in connection with this contract. Unless otherwise agreed to by the City, any services provided under a contract with the selected broker/firm that do not result in a sale of property are provided by the broker/firm free-of-charge, in consideration for the opportunity to broker the potential property sale.

## SECTION 3

### INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

Submitters should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement Providing Similar Services
- C. Fee Proposal (include in a separate sealed envelope)
- D. Authorized Negotiator
- E. Attachments

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 40 points

1. State the full name and address of your firm and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
  - List previous names of the firm, if any.
  - List any d/b/a used by the firm, if any.
2. Describe the history of your firm, in terms of length of existence, type of services provided, size of firm, etc. Identify the technical details which make the firm qualified for this work.
3. Identify the number and nature of the professional staff to be assigned, staff experience and training. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name, title and area of responsibility in servicing the contract. Show where these personnel will be physically located during the time they are engaged in the work. Brief resumes and qualifications (not exceeding 3 pages) are required for all proposed project personnel. Broker(s) must provide copy of current license.
4. Describe experience (minimum 5 years previous experience with proven effectiveness) your firm has in pertinent real estate experience, including any and all services for government agencies. Provide a list of all commercial sales transactions that occurred any time during the last five years wherein the firm, the Managing Principal or other real estate professional(s) on the proposed team were involved as the seller

representative. Identify and provide a brief description for any commercial sales transactions that involved substantial public engagement or terms of sale that required development integrating public space. The Managing Principal or real estate professional(s) on the proposed team are not restricted to experience and performance with a specific firm.

5. Describe any additional services available through your Firm and how the availability of these services can be beneficial to the City
6. Provide a list of any litigation, administrative or regulatory proceeding within the past five years in which the firm, Managing Principal and/or real estate professional(s) were a named party. List any current litigation, outstanding judgments liens, administrative or regulatory proceedings or similar matters (if any). The successful Respondent shall have a continuing obligation to disclose any such actions during the period of the RFP process and any contract resulting from this RFP.

**B. Past Involvement Providing Similar Services - 30 points**

The proposal must also indicate proven ability to complete similar services in a time sensitive manner.

A list of references for similar work performed in the last three (3) years must be included. The list shall include contact name, owner name, address, and phone number, the type of work, size of property, and number of days to complete the work.

**C. Fee Proposal - 30 points**

Should the City complete a transaction for the sale of its property, the Firm will receive a brokerage commission paid by the City from the proceeds of the sale at the close of escrow. Respondents will state their requested commission percentage or other fee proposal in a separate sealed envelope as part of the proposal. The proposed fee will be the total commission paid by the City and will include any commission due to the buyer's broker pursuant to a commission split agreement between the firm and the buyer's broker (if any).

The fee quotation should list the cost of any additional services offered separate from the requested commission. All marketing costs shall be the sole responsibility of the individual/firm selected.

D. Authorized Negotiator

Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

E. Attachments

The following attachments must be included with the proposal submission:

- Attachment A: - Legal Status of Respondent
- Attachment B – Contract Compliance Forms
- Attachment C – Living Wage Declaration of Compliance Form
- Attachment D – Vendor Conflict of Interest Disclosure Form

Additional information, such as resumes of key personnel may be attached to the proposal.

F. Proposal Evaluation

Members of the Selection Committee will evaluate each proposal by the above described criteria and point system (A and B) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. Fee Proposals (C) will only be opened after the initial evaluation has been completed. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

## **SECTION 4**

### **ATTACHMENTS**

- Attachment A: - Legal Status of Respondent
- Attachment B – Contract Compliance Forms
- Attachment C – Living Wage Declaration of Compliance Form
- Attachment D – Vendor Conflict of Interest Disclosure Form

**ATTACHMENT A**

**LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_,

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

## ATTACHMENT B

### FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

#### 9:161 NONDISCRIMINATION BY CITY VENDORS

- (1) All vendors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All vendors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City vendors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective vendor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the vendor's labor recruitment area, i.e., the area from which the vendor can reasonably be expected to recruit, said vendor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other vendors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the vendor's labor recruitment area. In the case of construction vendors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction vendors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, vendors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the vendor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
  - (b) To provide periodic reports concerning the progress the vendor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each vendor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of vendors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
  - (b) Declare the vendor ineligible for the award of any future contracts with the City for a specified length of time;
  - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	Assessed Damages Per Day of <u>Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the vendor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

## INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE FORM

### City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/respondents/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/respondents/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/respondent submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/respondent has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

### To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
  - **Form #1** should contain the employment data for the **entire corporation**.
  - **Form #2** should contain the employment data for those employees:
    - who will be working on-site;
    - in the office responsible for completing the contract; or,
    - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

### **For assistance in completing the form, contact:**

Procurement Office of the City of Ann Arbor  
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance

**CITY OF ANN ARBOR PROCUREMENT OFFICE**  
**HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
*Entire Organization (Totals for All Locations where applicable)*

Form #1

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
(Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
*Local Office (Only those employees that will do local or on-site work, if applicable)*

Form #2

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
(Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)													TOTAL COLUMNS A-L
	Male						Female							
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native		
A	B	C	D	E	F	G	H	I	J	K	L			
Exec/Sr. Level Officials														
Supervisors														
Professionals														
Technicians														
Sales														
Admin. Support														
Craftspeople														
Operatives														
Service Workers														
Laborers/Helper														
Apprentices														
Other														
TOTAL														
PREVIOUS YEAR TOTAL														

## ATTACHEMENT C

### LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

#### **1:813. Definitions.**

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
  - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
  - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

#### **1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

#### **1:815. Living Wages Required.**

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).

- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

#### **1:816. Employees Covered.**

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

#### **1:817. Exemptions.**

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
  - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or

- (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

**1:818. Monitoring and Enforcement.**

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.
- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.

- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

**1:819. Penalties and Enforcement.**

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

**1:821. Other Provisions.**

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.
- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
  - (a) A bona fide training program;
  - (b) A summer or youth employment program;
  - (c) A work study, volunteer/public service, or internship program.

**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.  
\_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone (area code)

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor  
Phone: 734/794-6500

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015**

**\$12.70** per hour

If the employer provides health care benefits\*

**\$14.18** per hour

If the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

**ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint Contact  
Mark Berryman at 734/794-6500 or [mberryman@a2gov.org](mailto:mberryman@a2gov.org)**



# APPENDIX A – SAMPLE CONTRACT

## AGREEMENT BETWEEN \_\_\_\_\_ AND THE CITY OF ANN ARBOR FOR PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City"), and \_\_\_\_\_

\_\_\_\_\_  
("Consultant") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)  
with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Consultant agrees to provide professional services to the City under the following terms and conditions:

### I. DEFINITIONS

Administering Service Area/Unit means City Administrator's Office.

Contract Administrator means City Administrator, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means: Real Estate Marketing and Brokerage Services (RFP No. 895)

Property means: Library Lane Parking Structure, Surface Level

### II. DURATION

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

This Agreement may be renewed, if deemed in the best interest of the City for \_\_\_ additional \_\_\_ year period(s) on the same terms and conditions. If the City elected to renew the Agreement it shall provide \_\_\_ days notice prior to the termination date of the Agreement, or any renewal term thereof, of its election to the Consultant.

### III. SERVICES

- A. Subject to such policy direction and approvals as the City, through its staff may determine from time to time, .the Consultant shall provide professional real estate marketing and brokerage services ("Services") in connection with the Project as described in Exhibit A.. The contract shall consist of three documents. The documents will be used to interpret the Contract in the order of precedence: (i)

the Contract; (ii) the City's Request for Proposal (RFP) No. 895; (iii) Consultant's response to RFP No. 895 and any clarifications/amendments submitted in response to requests by the City.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. All such changes shall be executed under the conditions of the original Agreement.

- B. The City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**IV. COMPENSATION OF CONSULTANT**

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_).
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B, The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

**V. INSURANCE/INDEMNIFICATION**

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City,

before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

## **VI. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VII. WARRANTIES BY THE CONSULTANT**

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

## **VIII. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

## **IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

## **X. ASSIGNMENT**

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **XI. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONSULTANT, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:  
City of Ann Arbor  
301 E. Huron St., POB 8647  
Ann Arbor, Michigan 48107  
Attn: City Administrator

## **XII. CHOICE OF LAW**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

## **XIII. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**XIV. CONFLICT OF INTEREST**

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

**XV. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XVI. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior

representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**FOR CONSULTANT**

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

By \_\_\_\_\_  
John Hieftje, Mayor

Type Name: \_\_\_\_\_

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

Its \_\_\_\_\_

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

**Approved as to Form and Content**

---

Stephen K. Postema, City Attorney

## **SAMPLE AGREEMENT EXHIBITS**

### EXHIBIT A

(negotiated scope of work based on accepted terms of Proposal)

### EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

### EXHIBIT C

#### **INSURANCE REQUIREMENTS**

- A. Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent . There shall be no added exclusions or limiting endorsements which diminish the City's

protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

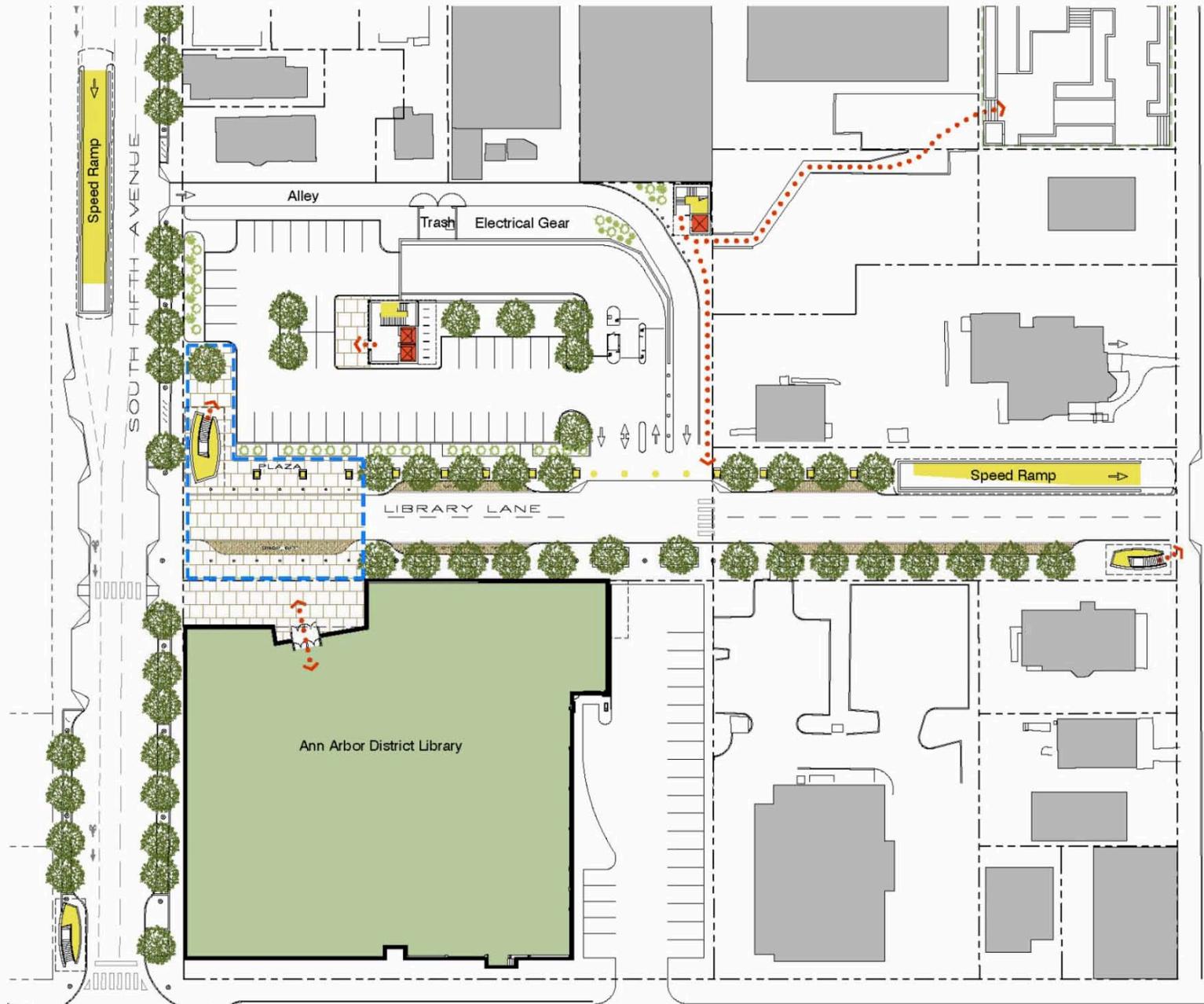
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- 
- B. Insurance required under A. 3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  - C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

## **APPENDIX B**

### **Location Maps and Parking Structure Perspectives**



# South Fifth Avenue Underground Parking Garage and Street Improvements





# South Fifth Avenue Underground Parking Garage and Street Improvements

Exterior Perspective – View to the East on Library Lane

February 17, 2009



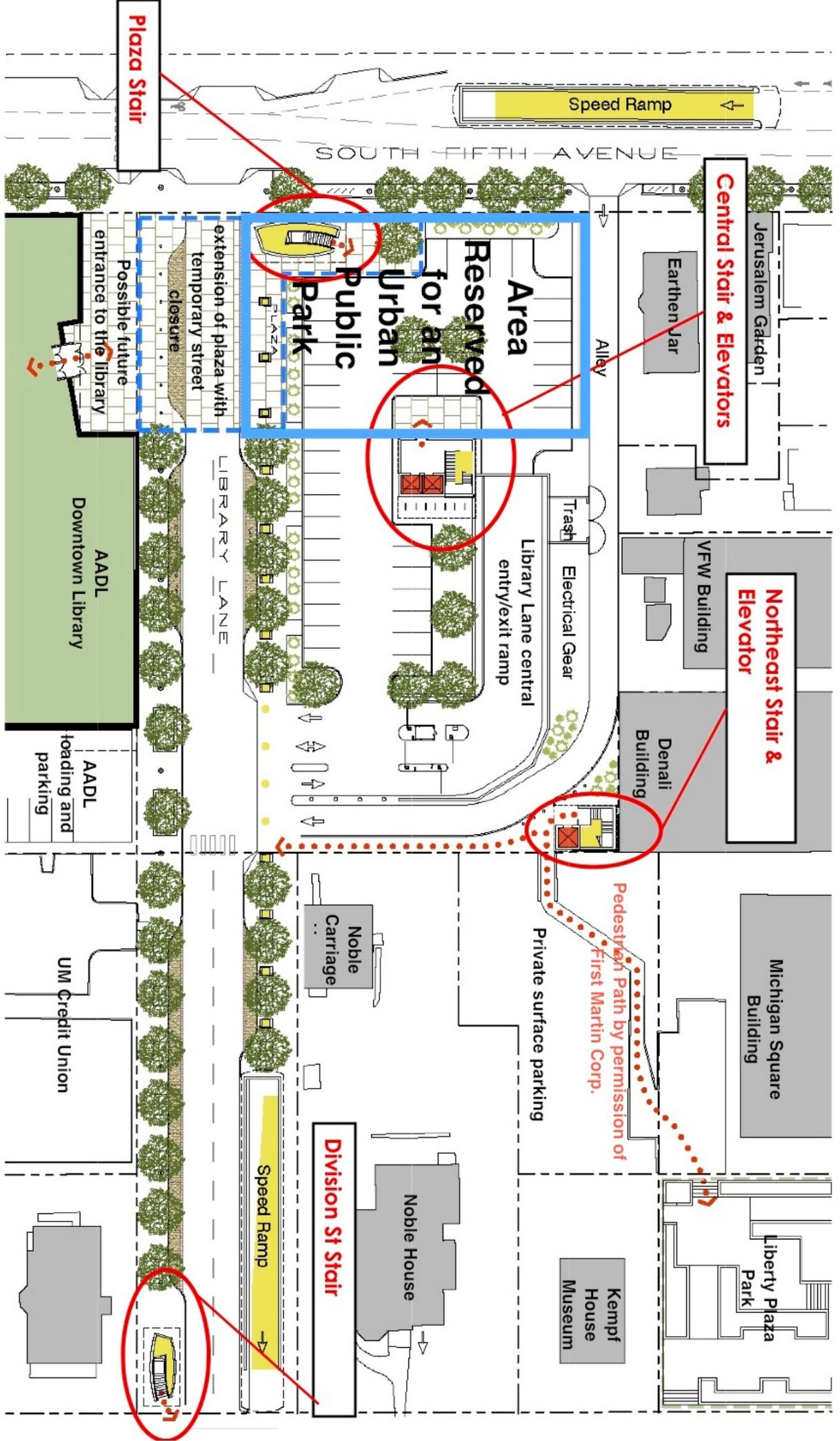


# South Fifth Avenue Underground Parking Garage and Street Improvements

Interior P1 Perspective

February 17, 2009







# South Fifth Avenue Underground Parking Garage and Street Improvements

Interior P1 Perspective

February 17, 2009



## **APPENDIX C**

### **Additional Information**

*Any information provided from the public record is provided for informational purposes only and the City makes no guarantee as to the completeness or accuracy of the information.*

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Ann Arbor Downtown Development Authority  
150 S. Fifth Ave, Ste 301  
Ann Arbor, MI 48104



**Carl Walker, Inc.**

Prime Consultant  
Structural Engineer  
Parking Consultant

**Luckenbach | Ziegelman Architects, PLLC**

Architectural Consultant

**Beckett & Raeder, Inc.**

Site Planning & Landscape Architect

**Berbiglia Associates, Inc.**

Electrical Consultant  
Mechanical/Plumbing Consultant

**Midwestern Consulting**

Civil Engineering Consultant  
Traffic Consultant

**Park Avenue Consultants**

Owner Representative  
Civil Engineering Consultant

**Christman Company**

Construction Manager

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- A. FUTURE EXTERIOR WALL OPENINGS
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**1. INTRODUCTION**

A. The Ann Arbor DDA (A2DDA) intends to promote the development of the Library Lane Underground Parking Structure. This report summarizes provisions included in the construction of the underground garage for future developments. These provisions include:

1. Foundations and structure for the support of mid to high rise buildings (residential, office, retail), public space, plaza, or other public initiatives above the garage.
2. Knock-out panels for below grade access to adjacent properties.
3. Utility infrastructure (water, sanitary sewer, storm water detention).
4. Areas for electric service upgrade equipment.
5. Alley for delivery and refuse pickup.
6. Knock-out areas for future elevators
7. Accommodations for expanded parking services:
  - a. Knock-out panels for below grade expansion south of garage in Fifth Avenue right of way.
  - b. IT Room
  - c. Additional Electric Vehicle charging stations
  - d. Individual parking space sensors
  - e. Security cameras
  - f. Speaker system
  - g. Additional parking equipment – Pay-on-foot Stations and Cashier’s Booths

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**2. PARKING STRUCTURE DESIGN**

- A. Parking - The Library Lane parking structure is located north of the Ann Arbor Downtown District Library between South Fifth Avenue and South Division Street. The structure provides four (4) below grade levels of parking, surface parking, and circulation for vehicles and pedestrians between Fifth Avenue and Division Street. Underground parking provides approximately 711 public parking spaces for both permit and hourly parking.
1. Parking structure enhancements include natural light penetrating to the underground structure, a hydronic snowmelt system, pedestrian connections to multiple destinations, a highly visible wayfinding system, separation of pedestrians and vehicle traffic, enhanced lighting, improved visibility, and personal safety features.
  2. Pedestrian link to community – Stair / elevators promote pedestrian connections to downtown including access to the east (Division Street stair), to East Liberty Avenue (Liberty stair / elevator), and to the west and south (Fifth Avenue stair and Central stair / elevator).
  3. Security and Safety – Emergency phones are located at stair / elevator towers.
- B. Structural - The Library Lane parking structure consists of cast-in-place concrete construction. The structural system was designed and detailed to accommodate anticipated volume changes from concrete drying shrinkage, elastic shortening, creep, and temperature changes.
1. Substructure System: The substructure system consists of cast-in-place continuous mat foundation.
  2. Foundation Walls – The foundation walls consist of cast-in-place concrete varying in thickness from approximately 18" to 36". The walls were cast against the temporary earth retention system with a bentonite waterproofing system in between. The exception to this is the west wall where the concrete was cast directly against the temporary earth retention system without waterproofing.
  3. Slab-on-Grade – A 5" thick concrete slab on grade was constructed over engineered fill in the eastern portion of the garage on level P3. A topping or wear slab was placed on top of and bonded to the mat foundation in the western portion of the garage on level P4.

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4. Superstructure System: The superstructure system consists of cast-in-place concrete columns, beams, and slabs. A majority of the floor framing below grade (levels P1, P2, and P3) consists of post-tensioned slabs and beams. The level A1 structural slab is conventionally reinforced with a majority of the beams being post-tensioned.
  5. Lateral Load Resisting System: The lateral load resisting system for the parking structure includes a combination of reinforced concrete moment frames, reinforced cast-in-place concrete shear walls (with and without openings), and braced frames with tube steel cross members. Portions of the perimeter foundation walls are also tied to the superstructure to provide lateral support.
  6. Stairs/Elevator – The stair and elevator towers consist of cast-in-place concrete frames and walls. The stair and elevator towers are tied to the parking structure (no expansion joint), with the exception of the Liberty Elevator shaft that is tied to the perimeter foundation walls and isolated from the parking structure.
- C. Details and Materials - The structure was designed and constructed with special emphasis on durability and ease of maintenance. Components include details and materials that promote long-term durability. The cast-in-place concrete structure was designed and constructed to provide a service life of more than 75 years. During this service life major structural repairs should not be required (i.e. significant concrete corrosion deterioration repair). The useful service life of the structure can be extended well beyond 75 years with proper maintenance, inspections, and repairs as necessary.

### **3. SUBSURFACE CONDITIONS**

- A. Subsurface Soil Conditions (Geotechnical Information)
1. Subsurface exploration and geotechnical evaluation was performed by Haengel and Associates Engineering, Inc. prior to design of the structure.
  2. Site findings in geotechnical report dated March 30, 2009 include the following information:
    - a. The geology of the area consists of glacial drift soils that may range from 200 to 400 feet in thickness.
    - b. Fill and possible fill soil thickness ranges from 3 to 5.5 feet.
    - c. The upper clean sand and gravel deposit extends to depths ranging from 62 to 74 feet below existing grade. The upper layer likely contains cobbles

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- and boulders from 15 feet to 50 feet below grade. Large boulders may be encountered at a depth of approximately 28 feet below existing grade; these boulders may impact earth retention installation.
- d. Below the upper clean sands and gravels is compact to very dense silty sand.
  - e. Monitoring wells were installed near boreholes for measuring groundwater levels. Groundwater measurements from the monitoring wells indicated groundwater at or below elevation 805'. A groundwater level of approximately 809' was used for design.
  - f. The ground water level should be anticipated to be relatively stable.
  - g. On-site soils are suitable for backfill with boulders & cobbles removed.
3. Mat Foundation – HAE Memorandum Dated December 30, 2009
    - a. The net allowable bearing capacity used for design as recommended by the geotechnical engineer is 30,000 psf.
    - b. Total settlement expected directly below the future tower ~ 1" to 1¼"
    - c. Differential settlement should be less than ~3/4"
  4. Site Class C was used for seismic design per the 2006 Michigan Building Code.
  5. Temporary earth retention systems (TERS) were installed in order to construct the below-grade foundation walls. The earth retention capacity of the TERS should be neglected for all future construction. The permanent foundation walls were designed and constructed to permanently retain the soil.
    - a. The temporary earth retention system was designed by a registered Professional Engineer (SME) hired by the earth retention Contractor (Hardman Construction).
    - b. In order to protect adjacent properties, horizontal movement of the earth retention system was limited to less than ½".
    - c. The TERS was constructed using both soldier pile and wood-lagging walls and tangential auger-cast pile walls. Refer to Figure 3.1.
      - o The soldier pile and wood lagging walls consist of pre-drilled structural steel soldier piles backfilled with grout. The soldier piles were supported with tie-backs. Wood lagging was then installed between soldier piles to retain the soil.
      - o The tangential auger-cast pile walls consist of drilled support piles reinforced with structural steel beams and supported with tie-backs. Two unreinforced piles were drilled and installed between the support piles to retain the soil.
    - d. Temporary tiebacks consisting of grouted post-tensioned tendon and steel rod anchors were installed below adjacent properties with authorization from adjacent property Owners. The top row of tie-backs was decommissioned (cut) by the contractor following construction of the

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permanent foundation walls. The lower level tie-backs remain live and connected to the TERS, but should relax and/or decommission themselves over time. All tie-backs can be removed if encountered during future excavation and care should be taken to safely decommission any lower level tie-backs prior to removal.

- e. Grout was used to stabilize running soils behind portions of the TERS. This was typical for the soldier pile and lagging walls and infrequent for the tangential auger-cast pile walls.
- f. The TERS walls and piles were removed to an extent below grade to allow for backfill and site grading. The extent of TERS removal varies from approximately 2' to 5' below existing grade.

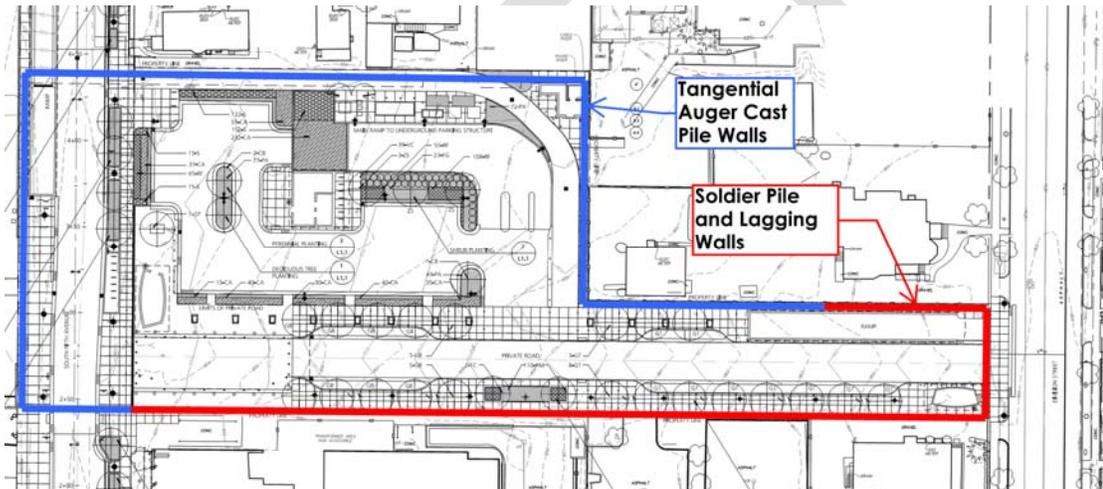


Figure 3.1 – Temporary Earth Retention System

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**4. BUILDING CODE AND ZONING SUMMARY**

The parking structure should be analyzed by an Engineer/Architect for conformance with all applicable current codes and standards prior to making any additions or modifications to the structure.

Gross Building Areas – Calculated based on final construction and including detention tank, ventilation shafts, and other unoccupied spaces.

Level P4 Area	60,900 sft
Level P3 Area	73,600 sft
Level P2 Area	73,600 sft
Level P1 Area	73,600 sft
Grade Level Area	N/A
Total Gross Area	281,700 sft

# of Cars Below Grade (P1 to P4) 711

This Library Lane Underground Parking Structure consists of four (4) levels of enclosed parking below grade and a surface parking lot on grade level. The building structure is cast-in-place concrete and is non-combustible.

**A. Building Code Criteria Applied for Parking Structure Design**

- o 2008 City of Ann Arbor Codes and Ordinances
- o 2006 Michigan Building Code (MBC)
- o 2006 Michigan Mechanical Code
- o 2006 Michigan Plumbing Code
- o 2003 Energy conservation provisions of the State of Michigan Building Code
- o 1999 ASHARE Standard 90.1-1999
- o 2005 NFPA 70 National Electric Code
- o 1999 NFPA 72 National Fire Alarm Code
- o State of Michigan Elevator Code
- o 1999 NFPA 13 2003 Michigan Barrier Free Design Guidelines
- o Uniform Federal Accessibility Standards Section 504 of the US Rehabilitation Act of 1973 Title II of the Americans with Disabilities Act
- o 2007 American Association of State Highway & Transportation Officials (AASHTO)

Use Group: S-2 Parking Structure (see MBC Section 311)

Construction Type: I-B (see MBC Table 601)

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Fire Resistance Ratings: 2 hours  
1 hour non-bearing exterior walls (see MBC Table 602)

Fire Suppression: Automatic Dry Pipe system at levels P1 through P4  
Fully sprinkled per NFPA 13  
Class I Manual Dry Standpipes

**5. FUTURE DEVELOPMENT PROVISIONS**

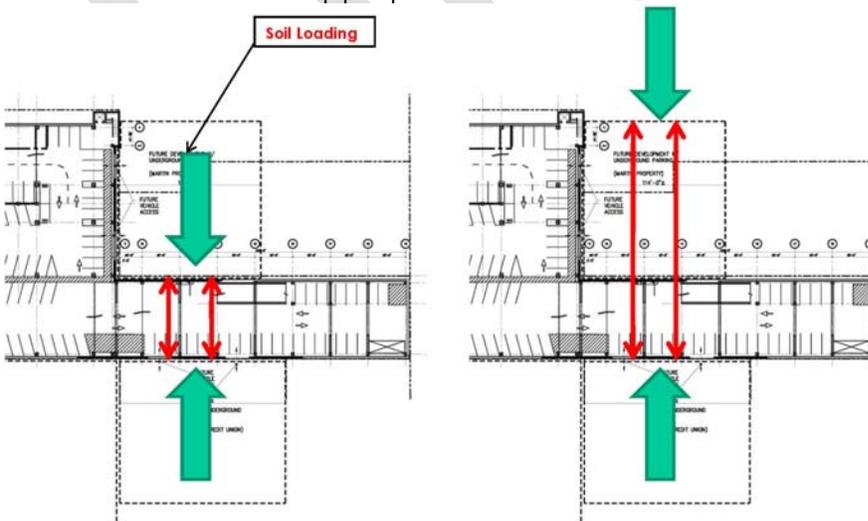
The parking structure should be analyzed by an Engineer/Architect for conformance with all applicable current codes and standards prior to making any additions or modifications to the structure. The structural loads, capacities, and provisions must be verified by a professional engineer for the specific future development being considered.

**A. Adjacent Developments**

The parking structure foundation walls include 'Knockout Panels' for below grade pedestrian and/or vehicle access to future developments on adjacent properties. Future exterior wall opening locations are summarized in Appendix A.

In addition to Appendix A, refer to structural drawings S2.2.1, S2.2.2, S2.3.1, S2.3.2, S2.4.1, S2.4.2, S7.12, S7.15, S7.34, S7.35, S7.36, S7.37, S7.40, S7.41, and S7.42.

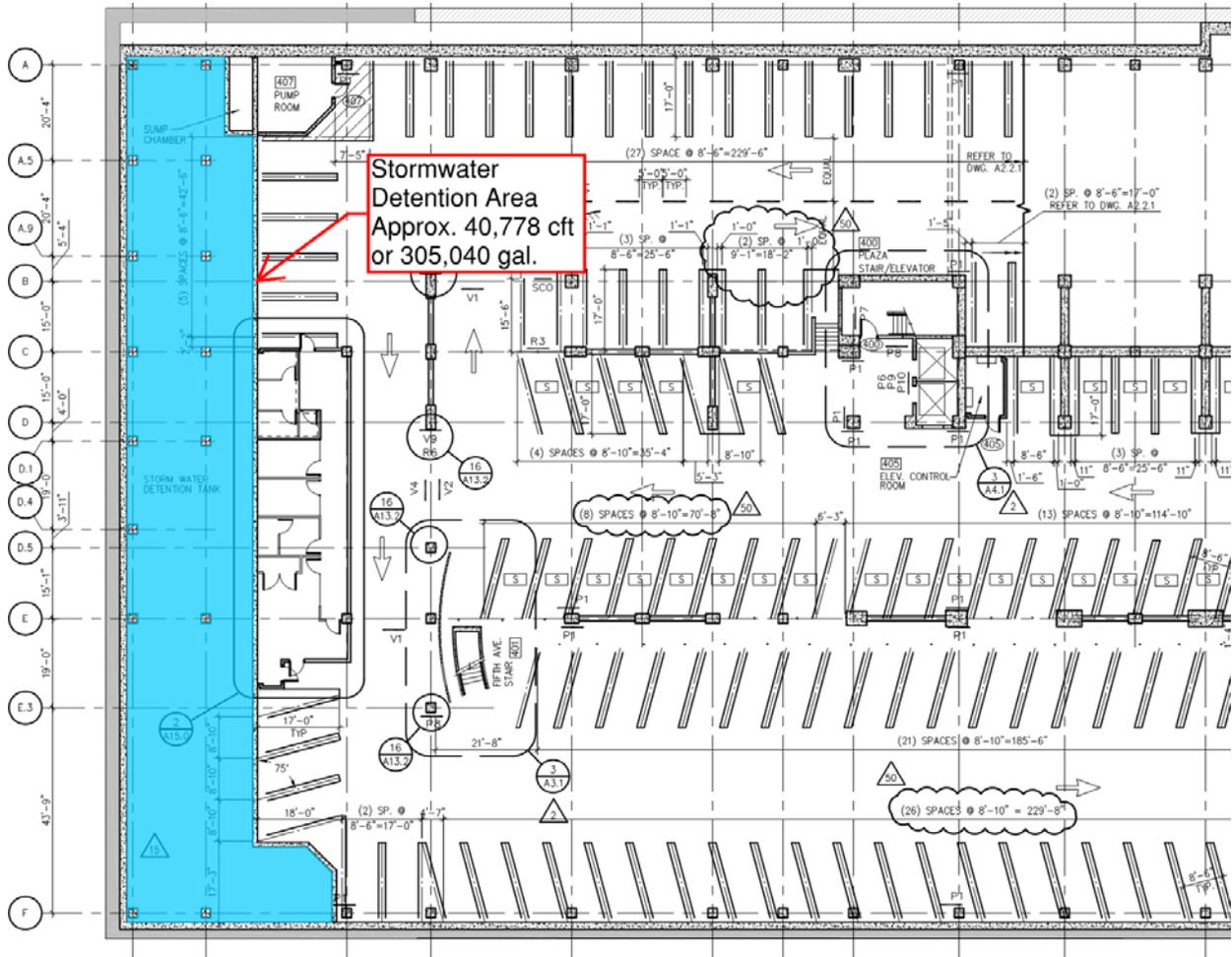
One impact of future connections is lateral soil loads (or absence of loading) on the perimeter walls. Future horizontal expansions and/or adjacent developments must maintain appropriate horizontal loads where soil is removed (Figure 5.1).



**Figure 5.1 – Soil Loading**

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The City of Ann Arbor requires surface (grade level) storm water to be detained and then slowly evacuated to the City storm system; refer to drawing C2.2 for more information. The Library Lane storm water detention tank is located on level P4 in the areas from approximate grids 1 to 1.5 and A to F, refer to figure 5.2.



**Figure 5.2 – Stormwater Detention on Level P4**

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The parking structure storm water detention system was designed to receive all of the surface water above the parking structure as well as runoff from existing and future adjacent properties. Refer to figure 5.3 and the following summary:

Detention Requirements (12,758 CF/Acre)

Library Lane Site Area = 1.76 Acres  
Detention Requirement – 22,454 CF

Martin Site Area (current and future) = 1 Acre  
Detention Requirement – 12,758 CF

5<sup>th</sup> Avenue Reserve Area = 0.11 Acres  
Detention Requirement – 1,403 CF

*Total Detention Required = 36,615 CF*

Detention Capacity = 5045 SF x 8.083 FT = 40,779 CF

Reserve Detention Capacity for Future Development or Adjacent Property

Detention Capacity	40,779 CF
<u>Detention Required</u>	<u>(36,615 CF)</u>
Reserve	4,164 CF (0.32 Acres)

It is our understanding that the DDA has an agreement with the adjacent Martin property to receive stormwater drainage from an approximate 1 acre area. Stormwater piping has been installed within the Library Lane garage to receive this water and transport it to the stormwater detention system. This piping is already connected to a small stormwater system on the Martin property per the site design by Park Avenue Consultants.

Due to the site grade elevations within 5<sup>th</sup> Avenue, a small portion of the Library Lane site has not been captured by the stormwater detention system. This area is approximately 0.11 acres (4761 sft) and should be held in reserve for future City use or parking structure expansion.

It is our understanding that there are no other Library Lane stormwater detention agreements, but this should be confirmed by the DDA prior to adding future stormwater areas to the system. The remaining stormwater detention capacity for expansion or future developments is approximately 0.32 acres (13,940 SF).

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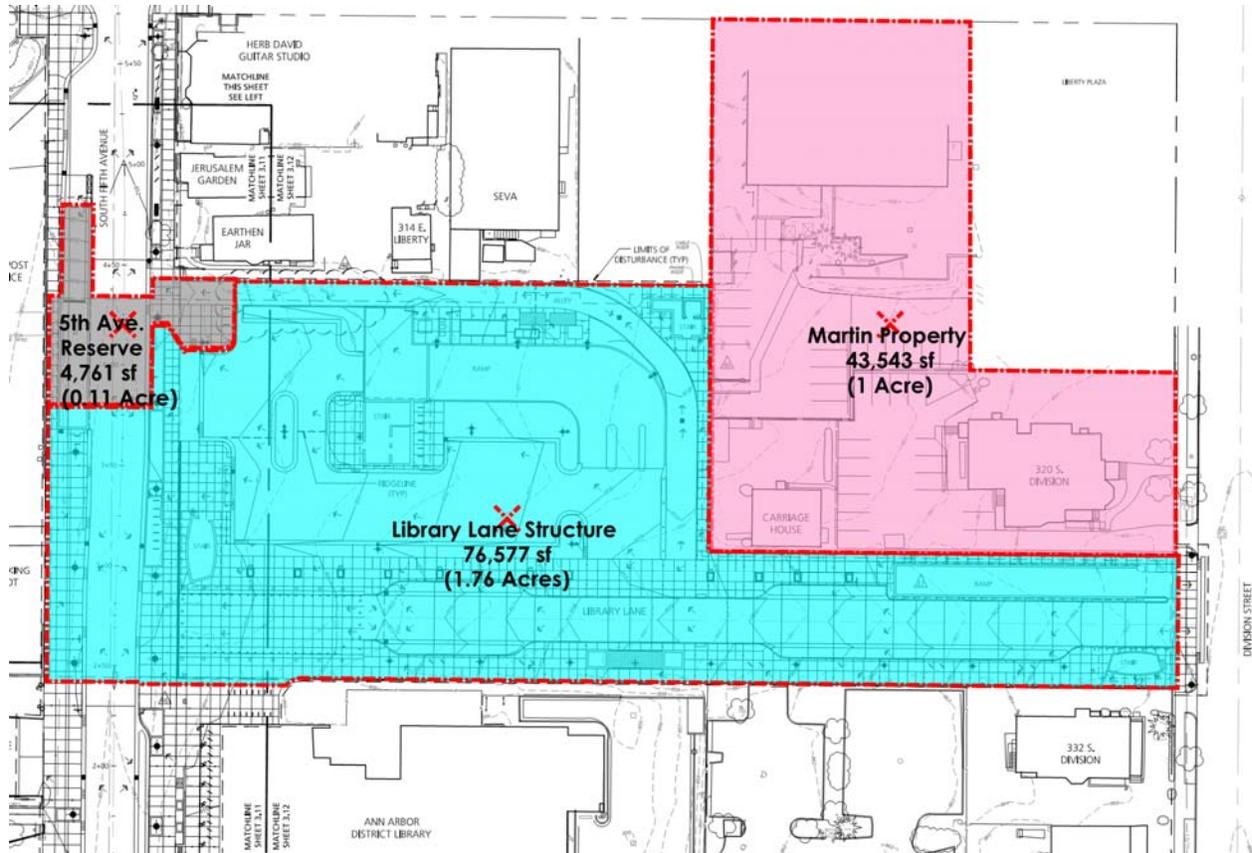


Figure 5.3 – Stormwater Detention Areas

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B. Development Above Parking Structure

Shape, location and size of future structures above the parking structure are illustrated in figure 5.4, figure 5.5, and summarized as follows:

- a. Civic Plaza – Located from grids 2 to 5 and C to E. The anticipated grade elevations would be similar to existing.
- b. Medium Density Building – Located from grid 2 to 5 and A to C, this structure is assumed to be a 4-Story structural steel and composite slab building with floor to floor height of 13'-6" (14'-0" at first floor). The ground floor elevation is anticipated to match existing.
- c. High Density Development – Located from grid 5 to 9 and A to E, this structure is assumed to be an 18-Story structural steel and composite slab structure with floor to floor height of 13'-6" (14'-0" at first floor), approximately 240' tall. The ground floor elevation is anticipated to match existing.

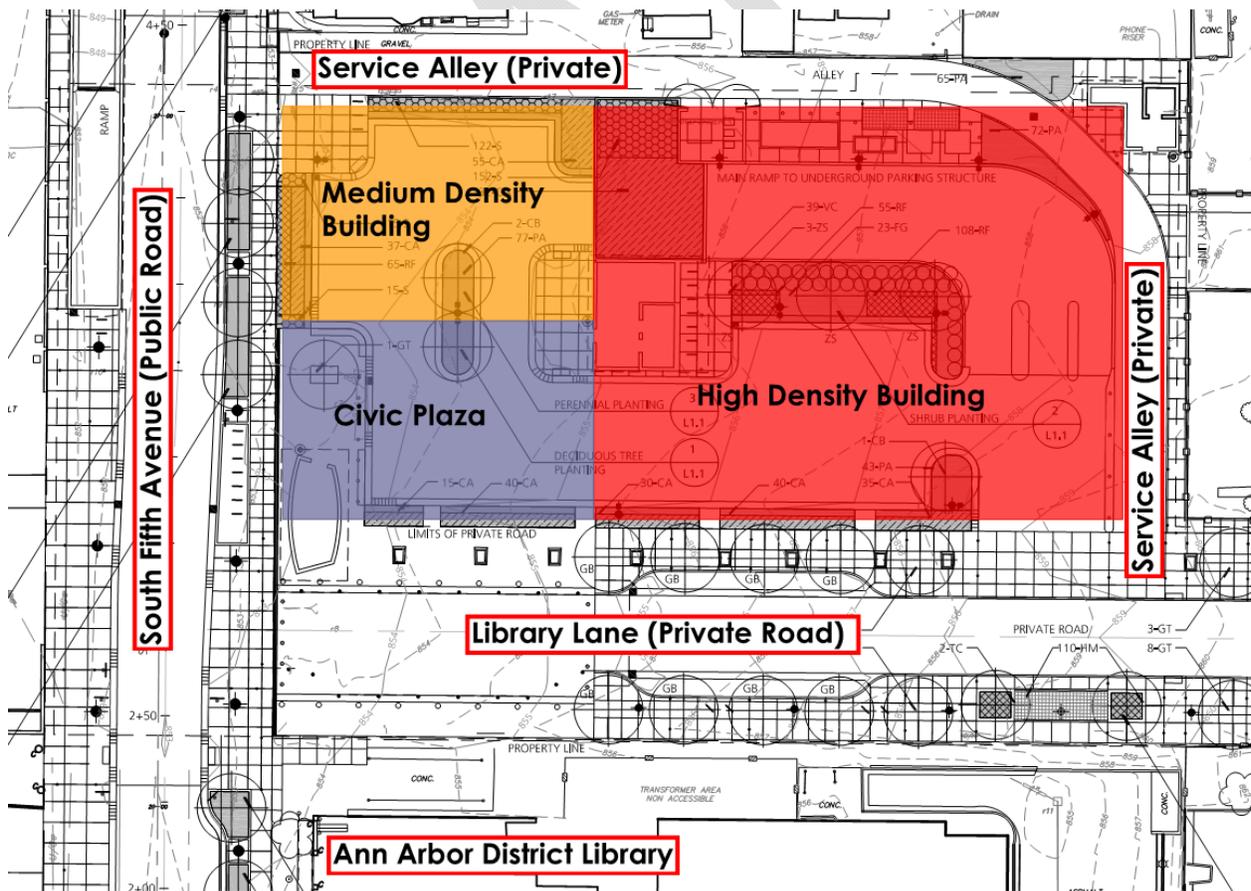


Figure 5.4 – Development Above Parking Structure Plan

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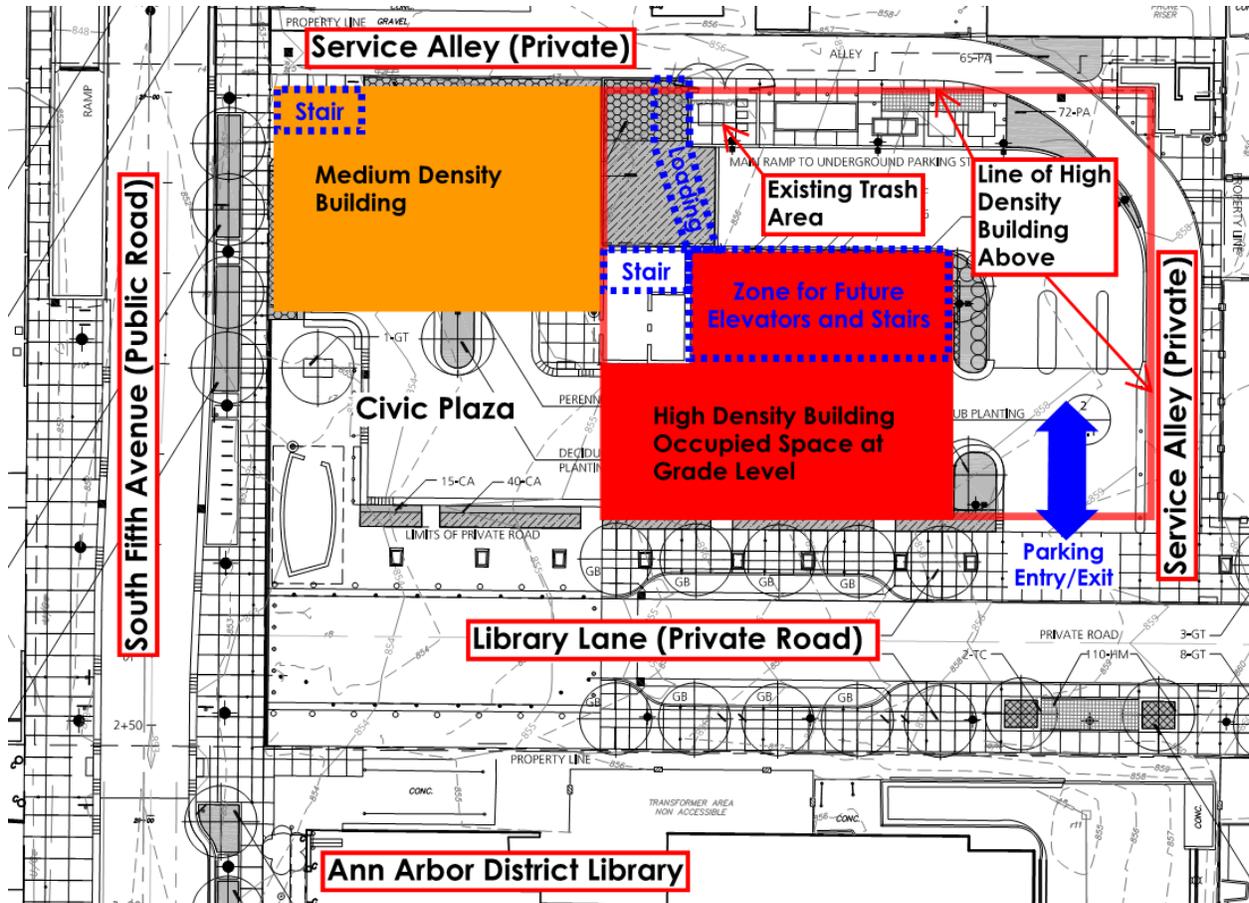


**Figure 5.5 – Development Above Parking Structure 3D Rendering**

The future development will require multiple routes of egress at grade level as well as allow for continued function of the parking structure entry and exit from Library Lane. Possible locations for stairs and egress are shown in figure 5.6 and summarized as follows:

- a. High Density Building elevator and stairs – It is anticipated that future elevators will be located somewhere from grid B to D and 5.5 to 8. The beams and slabs in this area are conventionally reinforced (no post-tensioning tendons). This makes future slab removal and reconstruction of elevator pits more feasible.
- b. Medium Density Building – It is anticipated that that at least one stair will be constructed and this building will utilize the elevators located in the high density building. Stair locations are flexible and one suggested location is near grid intersection A2.
- c. Anticipated grade level floor elevations for the future development are 853'-6" to 854'-4" in the medium density building and 857'-4" in the high density building.
- d. It is anticipated that loading and trash pickup for the future development will be from the private Service Alley north of the structure. The garbage area has already been constructed here and the anticipated loading path is shown in figure 5.6.

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**Figure 5.6 – Grade Level Egress Plan**

The parking structure was designed to carry structural loads imposed by the future development. These anticipated structural loads have been provided in Appendix B and are summarized as follows:

- a. Civic Plaza – The anticipated loads include landscape/hardscape dead loads of 280 psf and a live loading of 250 psf.
- b. Medium Density Building - The future medium density building is assumed to be a steel moment frame building with composite slabs. Refer to Table 1 Appendix B for allowable column loads that can be applied to the garage structure.



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Future expansion details were included in the parking structure design and construction. This is illustrated in figure 5.8 and summarized as follows:

- a. Two additional shear walls must be constructed within the parking structure in conjunction with the medium and high density buildings. If only the medium density building is constructed, then additional engineering analysis will be required to determine if the additional parking structure shear walls are required. The two additional walls occur at the following locations: on grid line C between grids 6 & 7, and on grid line 8 between grids B & D. The additional wall on grid line 8 is to extend through the full height of the garage and the high density building while the wall on grid line C only extends for the full height of the parking garage. Refer to drawing sheets S7.27, S7.28 and S7.29 along with details 4/S4.2, 8/S5.4, 10/S5.4, 11/S5.4, 7/S7.21, and 8/S7.21.
- b. Reinforcement couplers were detailed and installed for future column extension at locations where future building columns are to be placed. Refer to detail 2/S5.5 for the typical future column condition. The design intent is for the 8" high concrete curb to be demolished in order to expose the future expansion couplers on the vertical column reinforcing bars. New reinforcing bars are to be attached to the couplers and then a new concrete stub column is to be extended to approximately the lobby elevation of the future building. A future building steel column would be placed on the stub column. In the case of a concrete column associated with a shear wall in the high density building, the same process would apply with the exception that the concrete column would extend thru the full height of the new structure instead of terminating at the lobby elevation. Note that the columns at grid intersections C5.5 and D5.5 were extended to the top of elevator shaft wall (El. 874'-0") as a change during construction.
- c. The future column at grid C8 is currently located in a portion of the parking structure exit drive lane. Parking access and revenue control equipment may need to be relocated south of its present location to accommodate a vehicle turn around the future column at grid C8 and to allow for proper vehicle alignment with equipment.
- d. Provisions have been made for a future substation on the north side of the structure below the high density building from column lines 5.5 to 7 and A to A.4. Refer to detail 4/S10.21 for the limits of future demolition and replacement for the future substation room on level P1. The design assumed that the replacement would be an 8" slab and an assumed Live Load of 250 psf.

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- e. An area has been designated for future stairs and elevators within the high density building. This area is from column lines 5.5 to 8 and B to D. The level A1 slab in this area is conventionally reinforced and spans in the north/south direction. As noted in beam schedule note 7 on sheet S6.5, post-installed anchors (or reinforcement) can be installed into the beams along lines B and D except where post-tensioned beams intersect them.

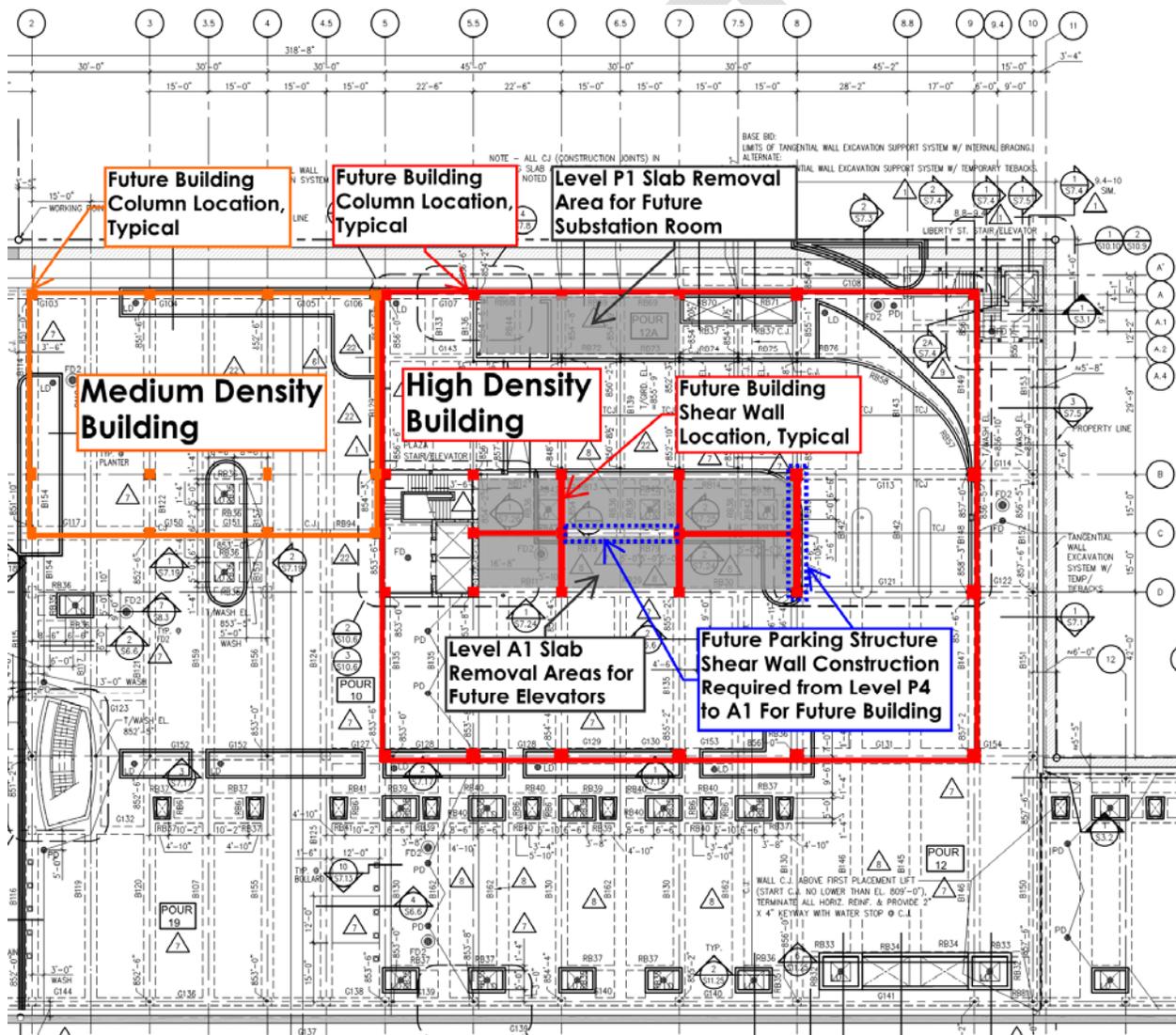


Figure 5.8 – Future Expansion Details

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Provisions for water and sewer were anticipated during the parking structure design. Refer to 'Plumbing Services Load Estimates' in Appendix C for anticipated future water and sanitary sewer requirements. Improvements to nearby underground utilities were designed by Park Avenue Consultants and constructed by others.

Provisions for future electrical needs were anticipated during the parking structure design and include the following:

- a. Pads for future grade level transformer and primary switchgear at north side of the site next to the alley. Refer to drawing E1.1.
- b. Area on Level P1 for future electric service substation from 5.5 to 7 and A to A.4. Refer to figure 5.6 and drawing E3.4.
- c. (5) 6" sleeves through the foundation wall at future electric service substation for future use. Refer to drawing E3.4.
- d. (1) 4" spare conduit from South 5<sup>th</sup> Avenue electric service to primary switchgear. Refer to drawing E1.1.
- e. (1) 4" spare conduit stubbed from telephone service at north property line to Main Electric Room 104 for future telephone and data. The 4" conduit that is installed and currently utilized may have additional capacity as well. Refer to Drawing E1.1
- f. (4) grounding cables from the ground mat below the foundation to service boxes located in the north foundation wall near grid intersection A6. It is our understanding that one of these ground cables has already been utilized for the installation of a cellular repeater system.

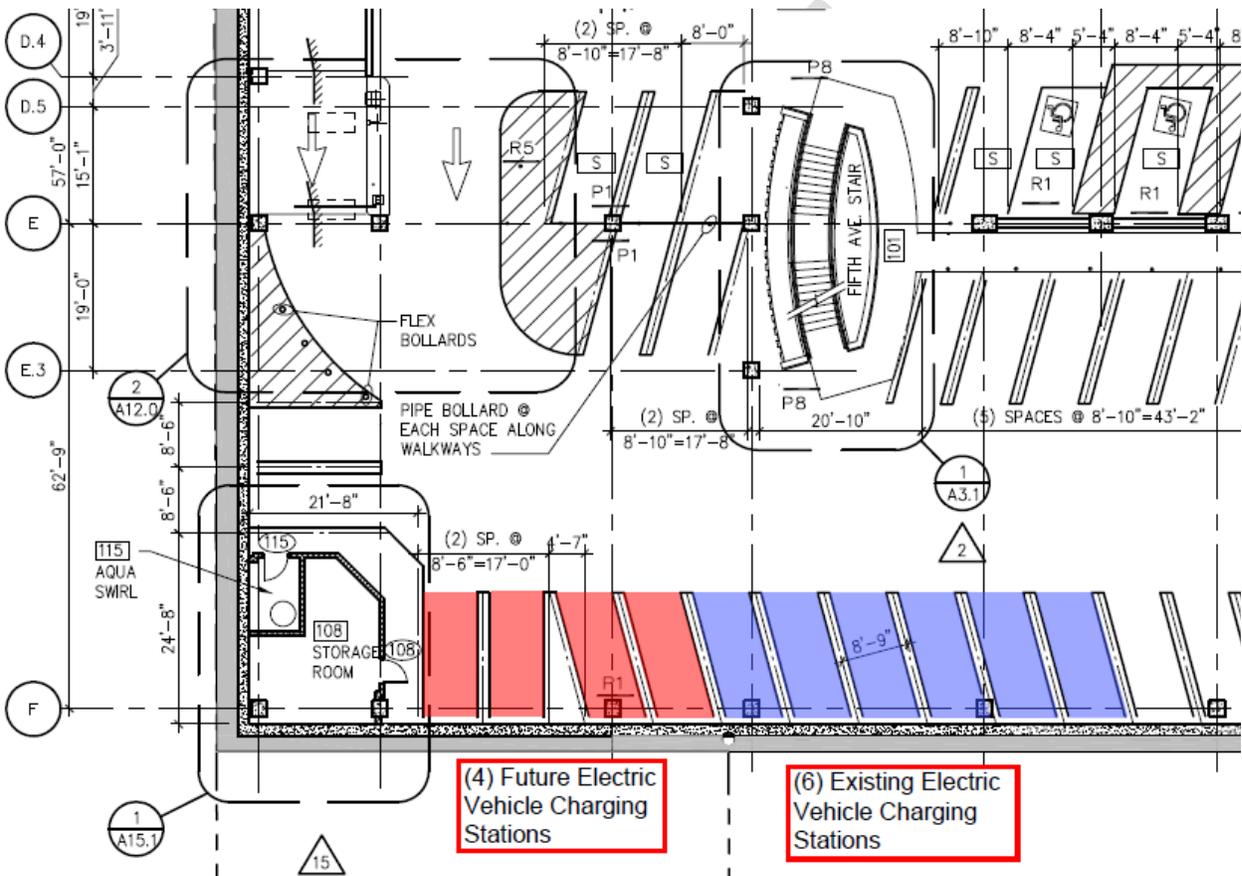
## **6. FUTURE PARKING STRUCTURE IMPROVEMENTS**

Infrastructure for future parking structure improvements were designed and installed. Location and suitability should be confirmed prior to design and installation of improvements.

- a. Conduit and junction boxes were embedded into the slabs on the supported levels for the installation of a future sound system. Refer to drawings E3.1, E3.2, E3.3, E3.4, and E6.4 for more information.  
Note: It is our understanding that some of the speaker raceway may have been used for installation of the cellular repeater system.
- b. Conduit and junction boxes were embedded into the slabs on the supported levels for the installation of future security cameras. Refer to drawings E3.1, E3.2, E3.3, E3.4, and E6.3 for more information.

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- c. The parking structure design included 10 electric vehicle charging stations on level P1 on the south foundation wall near grid intersection F1. Only 6 stations were installed by the DDA. The conduit and infrastructure are in place for the installation of an additional 4 charging stations, refer to figure 6.1.

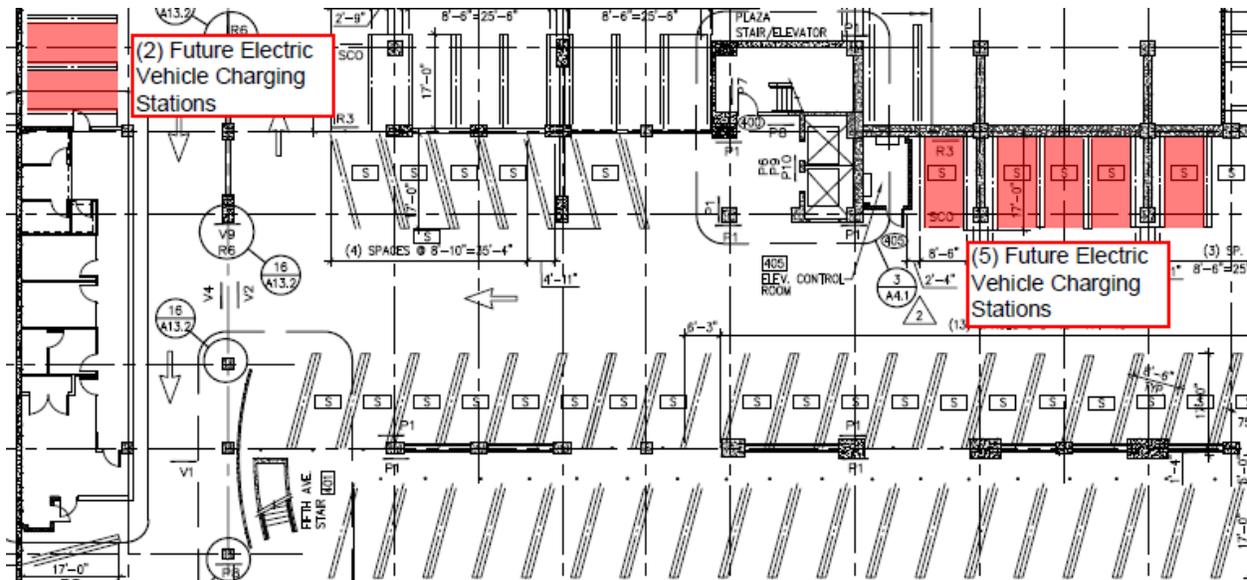


**Figure 6.1 – Level P1 Electric Vehicle Charging Stations**

- d. Infrastructure was designed but never constructed for an additional 12 electric vehicle charging stations. (2) of the stations were planned just north of the parking operations office on level P4 and were to be served from the electrical panel RP-4B located in the office, refer to figure 6.2. The electrical panel and additional transformer were not installed for the remaining 10 stations. These stations were planned for installation just east of the Central Stair south of grid C on levels P4 and P3 (5 each level). Refer to drawings E3.1 and E6.4 for more information.

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**Figure 6.2 – Level P4 Future Electric Vehicle Charging Stations**

- e. The installation of a car count system with individual parking space sensors was planned with the functional design. Sensors and infrastructure were not installed but recommended sensor locations are shown on sheets A2.1.1 thru A2.4.2.
- f. Electrical infrastructure was designed and installed for additional parking and revenue control equipment. Refer to drawings E3.1, E3.2, E3.3, E3.4, and E4.2 for more information in addition to the following summary:
  - o Cashier booths were installed at the Central Stair on levels P1 and P2. Additional booth locations were planned at the Central Stair on levels P3 and P4, the Library Lane entry/exit at grade level, and the Division Street exit on level P1.
  - o Pay-on-foot stations were installed at the Central Stair on levels P1, P2, and at grade. Additional pay-on-foot station locations were planned at the Central Stair on levels P3 and P4, the Division Stair on level P1, and the Liberty Stair at grade level.
- g. An additional IT Room was planned in the southwest corner of the parking structure on level P1 (room 108). Conduit for electrical power and voice data were installed. Refer to drawings E6.1 and E6.3.

Note: It is our understanding that the DDA has installed equipment related to the electric vehicle charging stations in this room that may have utilized some of the installed conduit.

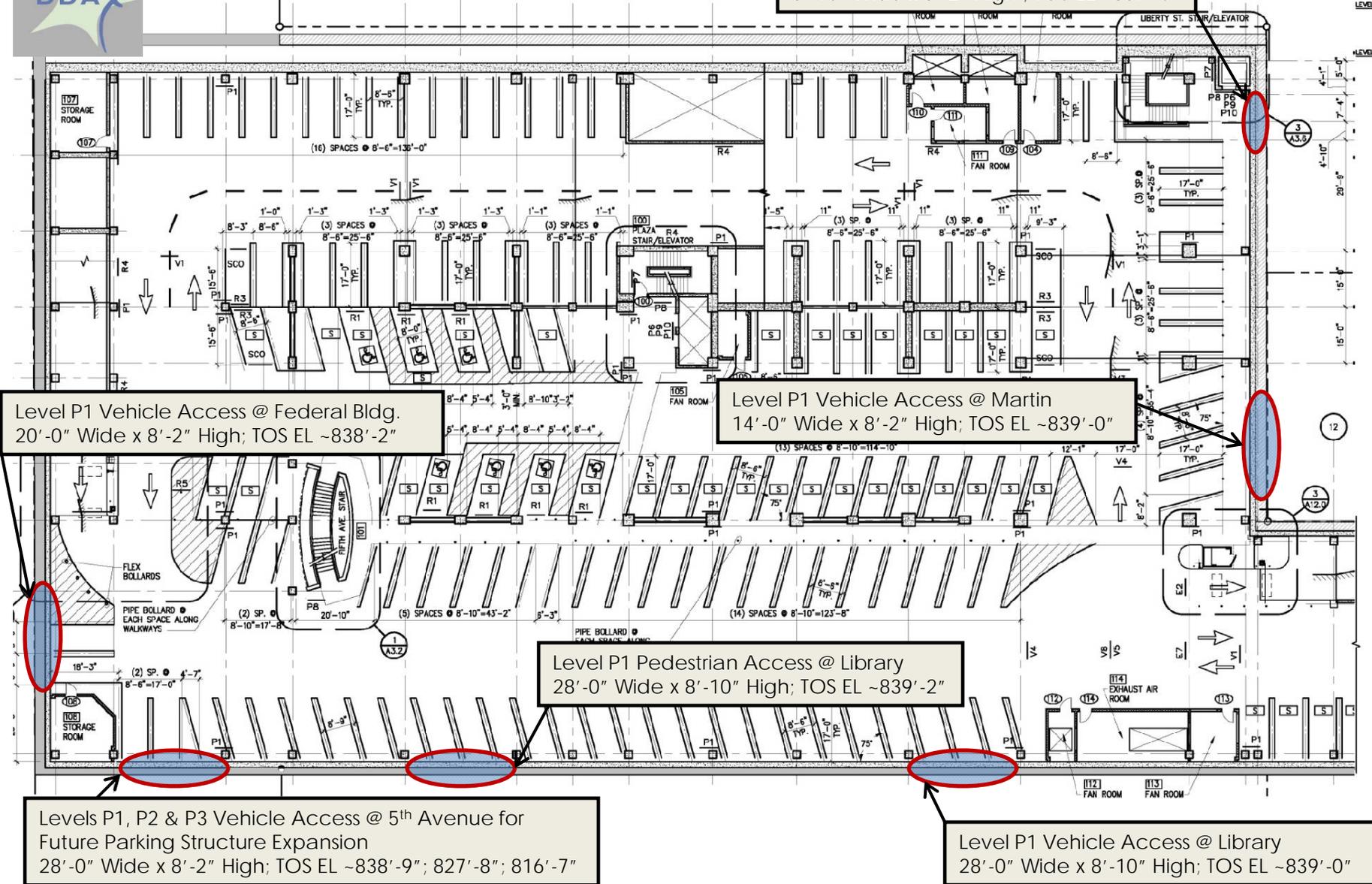
**APPENDIX A – FUTURE EXTERIOR WALL OPENINGS**

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# Ann Arbor Downtown Development Authority Library Lane Underground Parking Structure

Level P1 Pedestrian Access @ Martin  
3'-10" Wide x 8'-2" High ; TOS EL ~837'-6"



Walls designed for openings as shown; excavations from behind wall must be evaluated for unbalanced soil loading on the structure by a structural engineer.

TOS EL = Approx. Top of slab elevation to be verified prior to design of adjacent development.

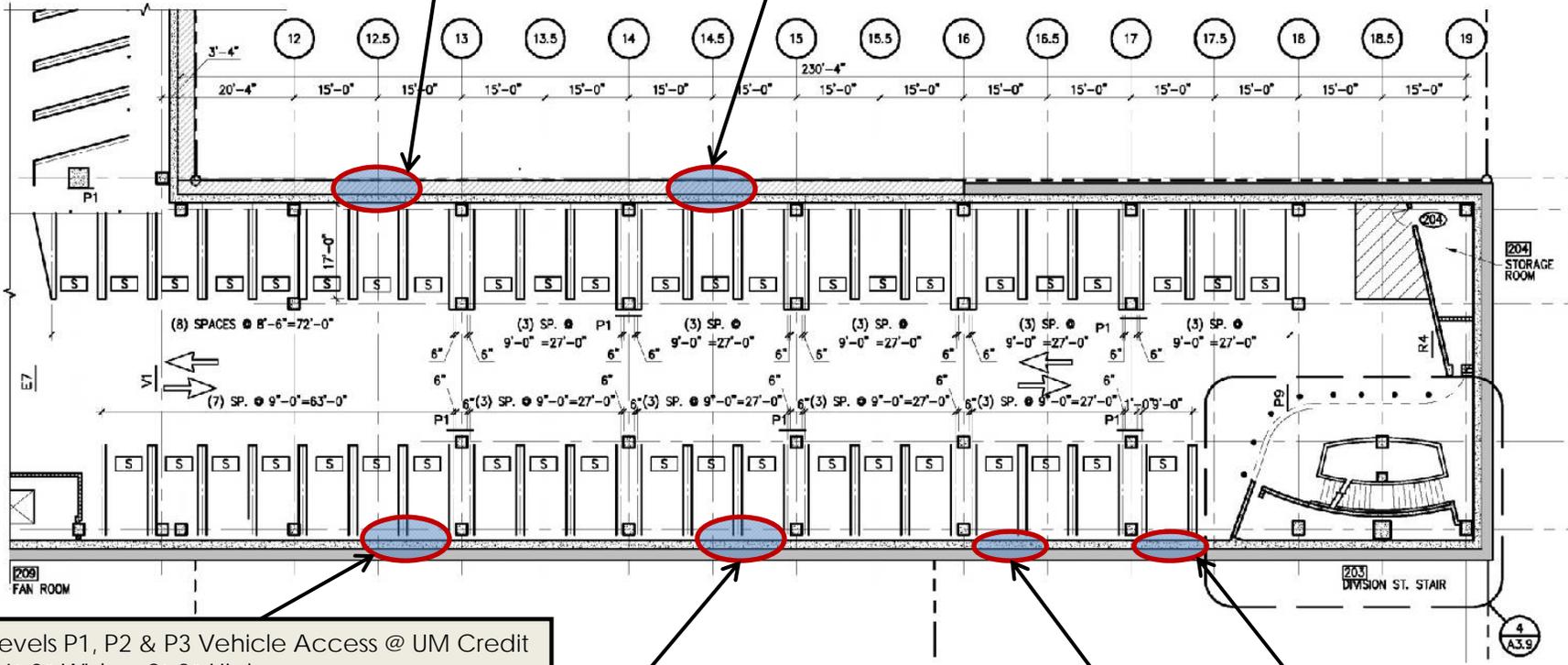
## Appendix A Future Exterior Wall Openings



# Ann Arbor Downtown Development Authority Library Lane Underground Parking Structure

Levels P2 & P3 Vehicle Access @ Martin  
14'-0" Wide x 8'-2" High;  
TOS EL ~829'-8 1/2"; 818'-7 1/2"

Levels P2 & P3 Vehicle Access @ Martin  
14'-0" Wide x 8'-2" High;  
TOS EL ~832'-4"; 821'-3"



Levels P1, P2 & P3 Vehicle Access @ UM Credit  
14'-0" Wide x 8'-2" High;  
TOS EL ~842'-1"; 831'-0"; 819'-11"

Levels P1, P2 & P3 Vehicle Access @ UM Credit  
14'-0" Wide x 8'-2" High;  
TOS EL ~844'-9"; 833'-8"; 822'-7"

Level P1 Pedestrian Access @ Lagos  
3'-10" Wide x 8'-2" High;  
TOS EL ~846'-6" (West); ~847'-10" (East)

TOS EL = Approx. Top of slab elevation to be verified prior to design of adjacent development.

Walls designed for openings as shown; excavations from behind wall must be evaluated for unbalanced soil loading on the structure by a structural engineer.

## Appendix A Future Exterior Wall Openings

**APPENDIX B – FUTURE BUILDING LOADS**

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**APPENDIX B - Table 1**

**LIBRARY LANE PARKING STRUCTURE  
FUTURE MEDIUM DENSITY BUILDING COLUMN LOADS**

ALL WIND AND EARTHQUAKE (EQ) LOADS ARE (+) NORTH AND EAST AND ARE REVERSIBLE  
ALL AXIAL LOADS (+) UP AND (-) DOWN

Column Grid Intersection	Load Type	East Lateral Loads (Kips)	North Lateral Loads (Kips)	Axial Loads (Kips)
A/2	DEAD	0	0	-359
A/2	LIVE	0	0	-145
A/2	WINDNORTH	0	13	-11
A/2	WINDEAST	7	4	10
A/2	EQNORTH	0	6	-6
A/2	EQEAST	2	3	7
A/3	DEAD	0	0	-603
A/3	LIVE	0	0	-279
A/3	WINDNORTH	0	13	-11
A/3	WINDEAST	4	0	-3
A/3	EQNORTH	0	6	-6
A/3	EQEAST	3	0	-2
A/4	DEAD	0	0	-601
A/4	LIVE	0	0	-279
A/4	WINDNORTH	0	13	-11
A/4	WINDEAST	4	0	4
A/4	EQNORTH	0	6	-6
A/4	EQEAST	3	0	3
A/5	DEAD	0	0	-317
A/5	LIVE	0	0	-145
A/5	WINDNORTH	0	13	-11
A/5	WINDEAST	3	-4	-11
A/5	EQNORTH	0	6	-5
A/5	EQEAST	2	-3	-8
B/2	DEAD	0	0	-440
B/2	LIVE	0	0	-183
B/2	WINDNORTH	0	5	-49
B/2	WINDEAST	20	0	17
B/2	EQNORTH	0	2	-24
B/2	EQEAST	11	0	12
B/3	DEAD	0	0	-683
B/3	LIVE	0	0	-344
B/3	WINDNORTH	0	5	-49
B/3	WINDEAST	20	0	-4
B/3	EQNORTH	0	2	-25
B/3	EQEAST	14	0	-3

**APPENDIX B - Table 1**

**LIBRARY LANE PARKING STRUCTURE  
FUTURE MEDIUM DENSITY BUILDING COLUMN LOADS**

ALL WIND AND EARTHQUAKE (EQ) LOADS ARE (+) NORTH AND EAST AND ARE REVERSIBLE  
ALL AXIAL LOADS (+) UP AND (-) DOWN

Column Grid Intersection	Load Type	East Lateral Loads (Kips)	North Lateral Loads (Kips)	Axial Loads (Kips)
B/4	DEAD	0	0	-682
B/4	LIVE	0	0	-344
B/4	WINDNORTH	0	5	-49
B/4	WINDEAST	20	0	4
B/4	EQNORTH	0	2	-25
B/4	EQEAST	14	0	3
B/5	DEAD	0	0	-412
B/5	LIVE	0	0	-183
B/5	WINDNORTH	0	5	-49
B/5	WINDEAST	16	0	-17
B/5	EQNORTH	0	2	-25
B/5	EQEAST	11	0	-12
C/2	DEAD	0	0	-153
C/2	LIVE	0	0	-50
C/2	WINDNORTH	0	20	60
C/2	WINDEAST	3	5	18
C/2	EQNORTH	0	9	30
C/2	EQEAST	0	3	13
C/3	DEAD	0	0	-262
C/3	LIVE	0	0	-105
C/3	WINDNORTH	0	22	60
C/3	WINDEAST	3	0	0
C/3	EQNORTH	0	9	30
C/3	EQEAST	0	0	0
C/4	DEAD	0	0	-262
C/4	LIVE	0	0	-105
C/4	WINDNORTH	0	22	60
C/4	WINDEAST	3	0	0
C/4	EQNORTH	0	9	30
C/4	EQEAST	0	0	0
C/5	DEAD	0	0	-151
C/5	LIVE	0	0	-50
C/5	WINDNORTH	0	20	60
C/5	WINDEAST	2	-5	-18
C/5	EQNORTH	0	9	30
C/5	EQEAST	0	-3	-13

**APPENDIX B - Table 2**

**LIBRARY LANE PARKING STRUCTURE  
FUTURE HIGH DENSITY BUILDING COLUMN LOADS**

ALL AXIAL LOADS (+) UP AND (-) DOWN

<b>Column Grid Intersection</b>	<b>Load Type</b>	<b>Axial Loads (Kips)</b>
A/5	DEAD	-1147
A/5	LIVE	-361
A/5.5	DEAD	-1917
A/5.5	LIVE	-702
A/6	DEAD	-2201
A/6	LIVE	-828
A/7	DEAD	-2463
A/7	LIVE	-935
A/8	DEAD	-3072
A/8	LIVE	-1168
A/9	DEAD	-2297
A/9	LIVE	-702
B/5	DEAD	-1762
B/5	LIVE	-574
B/5.5	DEAD	-2754
B/5.5	LIVE	-1168
B/6	DEAD	-2601
B/6	LIVE	-1083
B/7	DEAD	-3252
B/7	LIVE	-1252
B/8	DEAD	-3630
B/8	LIVE	-1550
B/9	DEAD	-3050
B/9	LIVE	-1168
C/5.5	DEAD	-1247
C/5.5	LIVE	-467
C/6	DEAD	-1400
C/6	LIVE	-531

**APPENDIX B - Table 2**

**LIBRARY LANE PARKING STRUCTURE  
FUTURE HIGH DENSITY BUILDING COLUMN LOADS**

ALL AXIAL LOADS (+) UP AND (-) DOWN

<b>Column Grid Intersection</b>	<b>Load Type</b>	<b>Axial Loads (Kips)</b>
C/7	DEAD	-1574
C/7	LIVE	-616
C/8	DEAD	-1913
C/8	LIVE	-765
D/5	DEAD	-826
D/5	LIVE	-233
D/5.5	DEAD	-2623
D/5.5	LIVE	-1104
D/6	DEAD	-3038
D/6	LIVE	-1274
D/7	DEAD	-3733
D/7	LIVE	-1465
D/8	DEAD	-3411
D/8	LIVE	-1465
D/9	DEAD	-2898
D/9	LIVE	-1104
E/5	DEAD	-1061
E/5	LIVE	-319
E/5.5	DEAD	-1786
E/5.5	LIVE	-637
E/6	DEAD	-2026
E/6	LIVE	-744
E/7	DEAD	-2289
E/7	LIVE	-850
E/8	DEAD	-2854
E/8	LIVE	-1083
E/9	DEAD	-1958
E/9	LIVE	-637

**APPENDIX B - Table 3**

**LIBRARY LANE PARKING STRUCTURE  
FUTURE HIGH DENSITY BUILDING SHEAR WALL LOADS**

ALL WIND AND EARTHQUAKE (EQ) LOADS ARE (+) NORTH AND EAST AND ARE REVERSIBLE

<b>Column Grid Wall Location</b>	<b>Load Type</b>	<b>Lateral Shears (Kips)</b>	<b>Lateral Moments (Kip-Ft)</b>
C5.5 to C6	WINDNORTH	0	0
C5.5 to C6	WINDEAST	305	42020
C5.5 to C6	EQNORTH	0	0
C5.5 to C6	EQEAST	240	32458
C7 to C8	WINDNORTH	0	0
C7 to C8	WINDEAST	583	79904
C7 to C8	EQNORTH	0	0
C7 to C8	EQEAST	457	61692
B6 to D6	WINDNORTH	110	16551
B6 to D6	WINDEAST	-116	-16047
B6 to D6	EQNORTH	67	9998
B6 to D6	EQEAST	-91	-12388
B7 to D7	WINDNORTH	351	49416
B7 to D7	WINDEAST	-4	-420
B7 to D7	EQNORTH	217	29953
B7 to D7	EQEAST	-3	-331
B8 to D8	WINDNORTH	668	89178
B8 to D8	WINDEAST	121	16466
B8 to D8	EQNORTH	413	54200
B8 to D8	EQEAST	95	12719

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**APPENDIX C – FUTURE PLUMBING SERVICE LOAD ESTIMATES**

## Plumbing Services Load Estimates

 South Fifth Parking Structure Future Building  
 Revision Date: 1/30/09

 DFU = Drainage Fixture Units  
 WFU = Water Fixture Units

### Current Sanitary Load in Project

Fixture Description	Qty	DFU (EA)	DFU Total	WFU (EA)	WFU Total
Water closet - Flush Valve Type	2	4	8	5	10
Lavatory - Public	2	1	2	2	4
Kitchen Sink with grinder and/or dishwasher	1	2	2	4	4
<b>Total</b>			<b>12</b>		<b>18</b>

### Residential Sanitary Load

Per Unit

Fixture Description	Qty	DFU (EA)	DFU Total	WFU (EA)	WFU Total
Water closet - Tank Type	1	3	3	2	2
Lavatory	1	1	1	0.7	0.7
Dishwasher	0	2	0	1.4	0
Kitchen Sink with grinder and/or dishwasher	1	2	2	1.4	1.4
Clothes Washer	1	2	2	1.4	1.4
Laundry Sink	1	2	2	1.4	1.4
Bathtub/Shower	1	2	2	4	4
<b>Total</b>			<b>12</b>		<b>11</b>

### Commercial Retail Sanitary Load

Retail Per Unit

Fixture Description	Qty	DFU (EA)	DFU Total	WFU (EA)	WFU Total
Water closet - Flush Valve Type	2	4	8	5	10
Lavatory	2	1	2	2	4
Kitchen Sink	1	2	2	2	2
Service Sink	1	2	2	3	3
Drinking Fountain	1	0.5	0.5	0.25	0.25
<b>Total</b>			<b>15</b>		<b>19</b>

Restaurant Per Unit

Fixture Description	Qty	DFU (EA)	DFU Total	WFU (EA)	WFU Total
Water closet - Flush Valve Type	3	4	12	10	30
Urinal	1	4	4	5	5
Lavatory	4	1	4	2	8
Drinking Fountain	1	0.5	0.5	0.25	0.25
Dishwasher	1	3	3	5	5
Sink	2	2	4	2	4
Hand Sink	2	2	4	2	4
Floor Drain	4	2	8	0	0
Service Sink	1	2	2	3	3
<b>Total</b>			<b>42</b>		<b>59</b>

### Summary of Loads

	Sanitary	Water
Total Currently in Project		18
Total Square Footage Residential	230,000	230,000
Average Square Footage per Unit	900	900
Estimated Number of Residential Units	256	256
Residential Sanitary Load	3,067	2,786
Total Number of Retail Spaces	4	4
Retail Sanitary Load	58	77
Total Number of Restaurant Spaces	2	2
Restaurant Sanitary Load	83	119
<b>Grand Total Loads</b>	<b>Sanitary 3,220</b>	<b>Water 2,999</b>

### Recommendations - Sanitary

Per the 2006 Michigan Plumbing Code  
 At 1/8" per foot pitch, a 10" main has a capacity of 2,900 DFU's  
 At 1/8" per foot pitch, a 12" main has a capacity of 4,600 DFU's

**A 12" sanitary building sewer is recommended.**

### Recommendations - Water

Per standard load demand tables, the estimated maximum flow is approximately 450 GPM  
 At a maximum velocity of 6 ft/sec or pressure drop of 4 ft wc/100 ft, a 6" water main is required  
 At the given criteria, a 6" water main will support a load of approximately 540 GPM.

**A 6" water service/main is recommended.**

**Library Lane and 5<sup>th</sup> (Library Lot) – Connecting William St Recommendations** ([click here to access report for more details](#))

The intent for the Library Lane and Fifth Ave site is a development that helps to create an identity and activity generator in this portion of Midtown. Future development should seek to bring more people downtown and create synergy with the Blake Transit Center and Downtown Library. Any future building on this site should help activate the plaza space, draw pedestrians down Fifth Avenue, and create an iconic addition to the skyline. This site and the Fifth and William site were viewed as most appropriate for large floor plate office or lodging due to location and site size.

ELEMENT	Recommendation
<b>Adjacencies</b>	<p>Development:</p> <ul style="list-style-type: none"> <li>• Should create synergies and aim to complement the assets that exist near this site</li> <li>• Should enhance on-site connectivity to the sidewalk, adjacent assets, and open space and is strongly encouraged to emphasize Downtown Design Guidelines strategies for pedestrian connections                             <ul style="list-style-type: none"> <li>○ <i>Provide engaging spatial opportunities for window shopping while also maintaining a zone for efficient circulation (Downtown Design Guideline A.5.3)</i></li> <li>○ <i>Enrich and enliven pedestrian walkways (Downtown Design Guideline A.5.4)</i></li> </ul> </li> <li>• Should be complementary to the adjacent Library use</li> <li>• Should explore possible programming of the open space or building that complement Library programming and function</li> </ul>
<b>Streetscape &amp; Transportation</b>	<p>Development:</p> <ul style="list-style-type: none"> <li>• Must repair 5<sup>th</sup> Avenue and Library Lane to current design standard</li> <li>• Should strengthen the planning area as a transportation hub, continuing to provide and accommodate multiple modes of transportation</li> <li>• Must adhere to the DDA’s streetscape design for William Street and to the streetscape standards for north south-streets                             <ul style="list-style-type: none"> <li>○ Should approach the DDA for grant opportunities</li> </ul> </li> <li>• Should explore the opportunity to accommodate bike parking (including covered and protected) and facilities beyond what is required by zoning code (See Zoning Code: Title V, Chapter 59, 5:167. Required parking) on each site</li> </ul>
<b>Parking</b>	<p>Development:</p> <ul style="list-style-type: none"> <li>• Must include parking spaces as required to achieve premiums or as desired by developer</li> <li>• Must not include surface parking</li> <li>• Below-grade parking is encouraged</li> <li>• If above grade, structured parking is added, must minimize the visibility from the street by incorporating it into the building design (elevated or wrapped)                             <ul style="list-style-type: none"> <li>○ <i>Locate a parking structure...behind or to the side of a building, minimizing the visual presence of parking on adjacent public right-of-way (Downtown Design Guideline A.4.3)</i></li> </ul> </li> <li>• Service areas must be located in alleys where available, and no service areas should be located on William St or Fifth Ave</li> <li>• Should discuss parking opportunities with the DDA                             <ul style="list-style-type: none"> <li>○ Approximately up to 218 spaces in the Library Lane underground structure can be put under contract and not violate interest-free bond restrictions</li> </ul> </li> </ul>
<b>Density and massing</b>	<p>Development</p> <ul style="list-style-type: none"> <li>• Must include building(s) on site</li> <li>• Must meet zoning standards (See Ann Arbor Code of Ordinances, Title V, available at <a href="http://www.municode.com/Library/MI/Ann_Arbor">www.municode.com/Library/MI/Ann_Arbor</a>)</li> <li>• Must follow Downtown Design Guidelines that encourage a sense of scale from the street                             <ul style="list-style-type: none"> <li>○ <i>Design a building to minimize its impact on adjacent lower-scale areas (Downtown Design Guideline B.1.1)</i> <ul style="list-style-type: none"> <li>▪ <i>Step taller building elements away from adjacent-lower scale neighborhood on the west side of Ashley and south side of Liberty</i></li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>▪ <i>Provide variation in building massing to reflect the underlying pattern of established lot widths</i></li> </ul> </li> <li>○ <i>When a new building will be larger than surrounding structures, visually divide it into smaller building modules that provide a sense of scale (Downtown Design Guideline B.1.2)</i></li> </ul> </li> <li>• <i>Provide a clear definition between the base and upper floors to maintain a sense of scale at the street level (Downtown Design Guideline B.1.3)</i></li> <li>• Density is encouraged at around 700% FAR <ul style="list-style-type: none"> <li>○ Take advantage of the public investment in this site and the mid-block location to create an iconic addition to the skyline</li> <li>○ If needed, site can accommodate up to a 20 story development (this would require a planned project and must be able to show greater community benefit)</li> </ul> </li> </ul>
<p><b>Land Uses</b></p>	<p>Development:</p> <ul style="list-style-type: none"> <li>• Must include a building and plaza/open space</li> <li>• Should include a mix of uses</li> <li>• Must front active uses on the plaza space and 60% of the Library Lane and Fifth Avenue frontages</li> <li>• Must adhere to premium guidelines if constructed over 400% FAR <ul style="list-style-type: none"> <li>○ Developments will likely seek the residential premium and a combination of affordable housing, green building, and/or pedestrian amenities. (For premium guidelines, Zoning Code, Title V, Article IV, 5:65 Floor Area Premium Options on page 11 of CWS Plan Appendix.)</li> </ul> </li> <li>• Should include large floor plate office or lodging; the site size and core location make this use ideal <ul style="list-style-type: none"> <li>○ If large floor plate office is included in development plan, DDA grant dollars may be available</li> </ul> </li> <li>• Should include residential as a secondary use as a way to achieve development premiums (See CWS Plan, page 3, for residential guidelines) <ul style="list-style-type: none"> <li>○ Premiums require a combination of LEED certification, residential, affordable housing, and pedestrian amenities/plaza space (See CWS Plan Appendix, page 11, for guidelines)</li> <li>○ If workforce housing is included in the development plan, DDA grant dollars may be available</li> </ul> </li> <li>• Is encouraged to explore evening uses and an opportunity to linger (Midtown Character District Downtown Design Guideline)</li> </ul> <p><b>Cultural Use</b></p> <p>Development:</p> <ul style="list-style-type: none"> <li>• Is encouraged to explore the inclusion of a cultural venue; this site was discussed as a possible location, but not a required use <ul style="list-style-type: none"> <li>○ If a cultural venue is pursued, DDA grant dollars may be available</li> <li>○ Explore coordination and partnership with local organizations</li> </ul> </li> </ul> <p><b>Open Space</b></p> <p>Development:</p> <ul style="list-style-type: none"> <li>• Must have a plaza/open space on site – minimally, develop the 5,000-square-foot intended plaza/park space, could expand plaza space north along Fifth Ave (up to 12,000 sq. ft.) at the developer’s/city’s discretion. <ul style="list-style-type: none"> <li>○ The goal is to create the greatest synergy between the building design/function and the urban open space on site. The developer should respond in a way that meets the community’s goals of an active ground floor use and active urban open space, while ensuring a successful link between the two.</li> <li>○ Surrounding development opportunities are limited near this site due to historic districts, so density to support and activate the open space is essential.</li> </ul> </li> </ul>

	<p>Development of open space on site:</p> <ul style="list-style-type: none"> <li>○ Should occur in coordination with building(s) development to encourage synergy</li> <li>○ Must be privately developed, owned, maintained, and programmed (developer may seek partnerships)</li> <li>○ Must be open to the public <ul style="list-style-type: none"> <li>▪ All open space should always be open to the public during daylight hours and should not include locked gates or restricted passages. The exception to this would be an open space feature interior to a building (such as atriums, greenhouses, and gallerias) which can be restricted to normal business hours.</li> </ul> </li> <li>○ Must be directly adjacent to an active ground floor use, windows, and doors</li> <li>○ Should adhere to the Downtown Design Guidelines that highlight open space, particularly: <ul style="list-style-type: none"> <li>▪ <i>Locate an urban open space where there is a high level of existing or potential pedestrian activity (Downtown Design Guideline A.3.2)</i></li> </ul> </li> <li>○ <i>Provide dining opportunities, moveable tables and chairs, public art, lighting, interpretive materials, historic markers, water features, and architectural details such windows and storefront walls (Downtown Design Guideline A.3.6)</i></li> </ul>
<b>Architecture</b>	<p>Development:</p> <ul style="list-style-type: none"> <li>● Must follow standard review procedures with the Design Review Board</li> <li>● Should pursue high quality construction, stressing a design that helps improve the pedestrian experience and create an identity for Midtown, taking advantage of the downtown Design Guideline intent for Midtown. This site is visible from all four sides and should seek an iconic design. <ul style="list-style-type: none"> <li>○ <i>If the street geometries are such that the mid-block is the termination of a perpendicular street view, consider a design with enough presence and detail to make that view noteworthy (Downtown Design Guideline A.1.5)</i></li> <li>○ <i>Where adjacent properties are underdeveloped and/or the block lacks inviting and interesting characteristics, consider a building, site, and streetscape design that helps to create a vibrant pedestrian setting (Downtown Design Guideline A.1.6)</i></li> </ul> </li> </ul> <p>Developer:</p> <ul style="list-style-type: none"> <li>● Must meet twice with the Design Review Board <ul style="list-style-type: none"> <li>○ Must show responsiveness to the Design Review Board recommendations</li> <li>○ The Design Review Board evaluates the effectiveness of developer response at the second meeting</li> <li>○ The Design Review Board evaluates the effectiveness of developer response at the second meeting</li> </ul> </li> <li>● If desired architectural elements (overarching and site level) are part of the proposal, project may be eligible for a DDA grant <ul style="list-style-type: none"> <li>○ Should approach the DDA to discuss grant opportunities</li> </ul> </li> </ul>
<b>Street Edge</b>	<p>Development:</p> <ul style="list-style-type: none"> <li>● Building design must include entries facing the plaza/open space and Library Lane, with a high level of transparency to help activate and manage the space</li> <li>● Must include pedestrian entrances, a strong presence and windows on all streets, sidewalks, and plazas with public access</li> <li>● Is strongly encouraged to emphasize Downtown Design Guidelines that invite pedestrian activity and interest at the street edge <ul style="list-style-type: none"> <li>○ <i>Use building elements to create a street edge that invites pedestrian activity (Downtown Design Guideline C.1.1)</i></li> <li>○ <i>A high level of ground floor transparency is encouraged (Downtown Design Guideline C.3.1)</i></li> <li>○ The 411 Lofts building, at the corner of Washington and Division, is a good example of desired transparency at the ground floor</li> </ul> </li> </ul>
<b>Sustainability</b>	<p>Development:</p>

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>• Is encouraged to pursue sustainable solutions and fulfill LEED if part of a premium</li><li>• Emphasize innovative approaches to accommodate stormwater infiltration, native plantings, and solar access (Downtown Design Guideline A.2)</li><li>• Should incorporate “urban nature” and sensory garden elements when possible<ul style="list-style-type: none"><li>○ “Encourage new development to incorporate urban nature whenever possible, including window boxes, roof gardens, ...” (2009 Downtown Plan, p. 36)</li></ul></li></ul> <p>Sensory gardens are planting areas designed to appeal to all downtown users, incorporating plantings that appeal to site, touch, and smell</p> |
|--|--|



# STATE OF DOWNTOWN ANN ARBOR REPORT | 2012-2013

AN ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY PUBLICATION

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To paraphrase Gertrude Stein, downtown Ann Arbor has more “there there” than many downtowns five times its size. From its over-packed arts and entertainment calendar, to its diverse mix of one-of-a-kind businesses, its talented and well-educated work force, and a rich assortment of lovely historic structures and vibrant mixed-use new buildings, downtown Ann Arbor always over-delivers. The Ann Arbor Downtown Development Authority (DDA) works to ensure that downtown vitality and opportunity are fostered and the quality of the downtown experience continues to improve.

We welcome your feedback on this State of the Downtown project, as our goal is to provide a useful and accurate barometer of downtown vitality. This report evaluates information tracked on a fiscal basis—from July to June—unless otherwise noted.

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY  
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Welcome to our third edition of the **State of the Downtown Report**, an objective look at some of the factors that contribute to downtown Ann Arbor's vitality and quality of life. This publication was designed to expand upon the DDA's previous Benchmark reports created in 2003 and relies primarily on statistics captured by community partners and high-quality professional data sources. The Ann Arbor DDA created this report to provide an annual snapshot, record trends, and celebrate the many attributes that make downtown Ann Arbor such a special place.

With so many wonderful things taking place downtown, it comes as no surprise that **business attraction, retention and expansion continued**, along with much new construction. Despite the economic challenges confronting our state and nation, downtown Ann Arbor has continued to find new audiences and investment dollars.

In 2012-2013, the DDA District became **even more robust and exciting**, thanks to countless entertainment options, a concentration of unique and vital businesses, and an expanding residential population. By year end, the District boasted **61** outdoor special events, hosted **107** sidewalk cafés, and welcomed **26** new businesses.<sup>1</sup>

The District's residential population **has grown by approximately 56%** since the 2000 Census, with residents seeking the **high quality of life** created by great community, great food, great spaces, and top quality education for people of all ages.<sup>ii</sup> The District remained safe and accessible as well, with a low crime rate and transit ridership reaching an **all-time high**.<sup>iii</sup>

The Ann Arbor DDA continues to make significant contributions to downtown's vitality through strategic investments in sidewalks, lighting, trees, transportation, planning, parking, and more. We are very proud of the role the DDA plays advocating on behalf of our downtown and making the necessary improvements that attract private investment. There's a lot to do and see downtown, and we invite you to take a look.

*Spokey and Leah Gunn*

**Susan Pollay**  
DDA Executive Director



**Leah Gunn**  
DDA Board Chair (2012-2013)



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The boundaries of the Ann Arbor DDA have remained unchanged since the District was formed in 1982, yet the buildings, uses, and public spaces within it continue to evolve. The DDA District is shaped by nine historic districts, active and vibrant near-downtown neighborhoods, and numerous government and public institutions, including the University of Michigan Central Campus. Four distinct commercial areas, **1,700 businesses** and nearly **5,000 downtown residents** give life to the downtown district.<sup>iv</sup>

Table 1. THE DDA DISTRICT IN 2012-13

Blocks	67
Total square miles	0.42
Total acres	271
Acres of public right of way (streets & alleys)	80
Remaining acres	191
Land area with development restrictions	116 (60.7%)
University of Michigan campus*	42 (22%)
Open space & parkland*	31.4 (16.4%)
Historic Districts*	43 (23%)
Floodplains/floodways*	26 (13.6%)
Land area without development restrictions	75 (39.2%)
Total Building Square Footage	9.04 million
Commercial	1.94 million (21%)
Industrial	108,313 (1%)
Office	2.1 million (23%)
Residential	1.68 million (19%)
University of Michigan within the DDA	2.9 million (32%)

Map 1. THE ANN ARBOR DDA DISTRICT

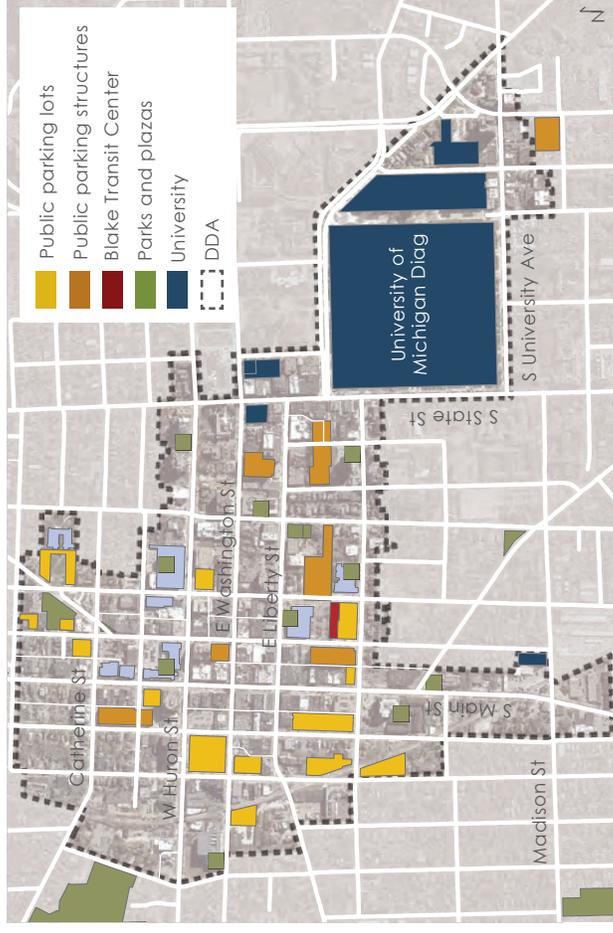


Photo 1

**2012-13 was a big year:** our award-winning downtown saw a tremendous surge in commercial activity, with office and retail tenants “eagerly [seeking] out space amidst the amenities that downtown has to offer.”<sup>v</sup>

The **Information Technology sector strengthened** its presence, particularly in the Liberty/Maynard corridor. Joining Google and Menlo Innovations, **Barracuda Networks, Prime Research,** and **The Inovo Group** signed leases to fill over 60,000 SF on Maynard St. **DeepField** and **Camis** located nearby on E. Liberty St.

**MyBuys** found a new home on N. Main Street, **Pure Visibility** moved to Kerrytown, and many other tech and office tenants undertook renovations and moved to new locations in downtown.

Numerous restaurants and retailers made **exciting announcements** and opened doors downtown as well. The growing residential and employment density increased the demand for downtown goods and services, supporting the **one-of-a-kind shops** that give Ann Arbor its personality. Downtown area associations and brokers alike report an

**ever-growing** restaurant scene and a **niche retail resurgence.** Long-standing restaurateurs, like **Real Seafood**, updated their space, and new downtown restaurants such as **Lena, Kuroshio,** and **NeoPapolis** made substantial building investments before launching. In addition, the ground floor of the new **Landmark building filled** quickly on South University and independent retailers such as **Literati Bookstore** and **Catching Fireflies** opened their doors. Overall, commercial buildings and business owners have **more than 30** substantial projects underway, investing **over \$7 million** in downtown commercial space in 2012-13.<sup>vi</sup>

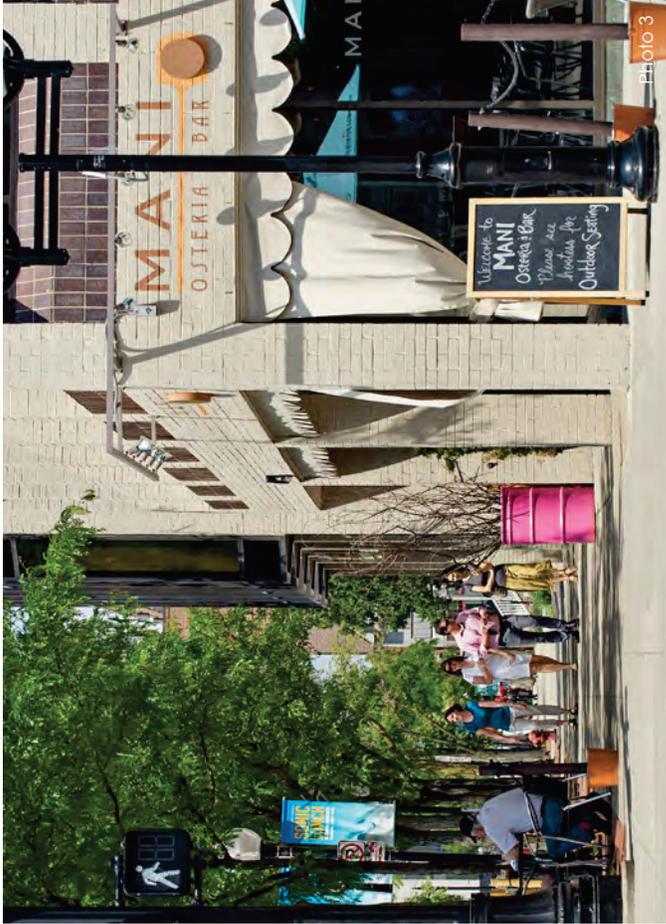
Table 3. MAJOR PROJECTS IN 2012-13

PROJECT	TYPE	SQ. FT.
The Landmark (ground floor)	Mixed Use	8,612
Zaragon West (ground floor)	Mixed Use	3,400
Zingerman's Deli	Commercial Expansion	10,400
Barracuda Networks	Commercial Renovation	45,000
309 Maynard St.	Commercial Renovation	44,000
Oxford Companies	Commercial Renovation	12,400
Blake Transit Center	Public	12,000

Table 2. DOWNTOWN'S LARGEST EMPLOYERS

BUSINESS/ORGANIZATION	# OF DOWNTOWN EMPLOYEES
University of Michigan	14,212
City of Ann Arbor Government	425
DTE & Subsidiaries	411
Washtenaw County Government	300
Google	300
Barracuda Networks	202
Zingerman's	193
JSTOR	160
Llamasoft	125
HealthMedia, Inc.	120
Dahlmann Campus Inn	110





SPOTLIGHT: NEW NEIGHBORS

In 2012-13, downtown welcomed the following new businesses:

- |                             |                              |
|-----------------------------|------------------------------|
| Mash Bar                    | Toppers                      |
| Lena / Café Habana          | Firehouse Subs               |
| Elixir Vftae Coffee and Tea | Tim Horton's                 |
| Bill's Beer Garden          | The Wafel Shop               |
| Barracuda Networks          | ReThink                      |
| 7-Eleven                    | Oomba                        |
| Camis                       | Glassbox Coffee              |
| Vellum                      | Shine                        |
| Isalita                     | Priceless Photo Preservation |
| Kuroshio                    | DeepField                    |
| Neopapalis Pizza            | Belly Deli                   |
| Literati Bookstore          | Phone Home Repair            |
| Catching Fireflies          | What Crêpe?                  |

Chart 1. MAKEUP OF DOWNTOWN'S COMMERCIAL SECTOR

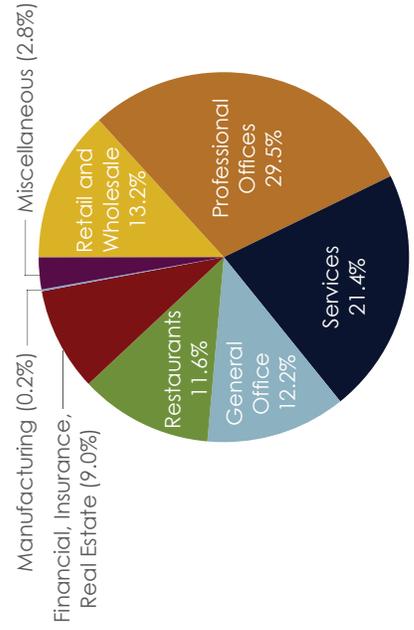
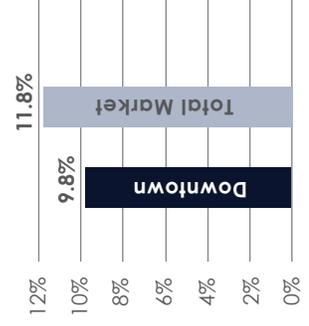


Chart 2. DOWNTOWN OFFICE VACANCY RATES (December 2012)



26 new businesses opened downtown in 2012-2013.<sup>vii</sup>

Downtown is the heart of regional commerce, containing **15.5% of total County employment**.<sup>viii</sup> On any given day the downtown area hosts nearly **30,000 employees**, **23 times the job density** of the City area outside of the downtown.<sup>ix</sup> This density of employment allows for synergy and innovation, making downtown Ann Arbor a thriving spot for tech firms, niche retail, cultural institutions, and a wide variety of restaurants.

After four consecutive years of job loss (2006-2009) the region is bouncing back. Washtenaw County **gained 12,000 jobs** through 2012 and analysts predict **13,000 more through 2015**, with growth concentrated in higher-wage jobs. The region's job growth "is becoming as remarkable as the job retrenchment that preceded it" and downtown employers are helping lead the way.<sup>x</sup>

Many of downtown's commercial strengths are expected to see **continued job growth** over the next several years, particularly technical and professional services as well as restaurants, retail, and performing arts. Tech firms such as **Menlo**, **Cataphora**, **MyBuys**, **Arbormoon**, **Llamasoft**, and **Networks Group** have already **announced workforce expansions**, as have restaurateurs, such as **Arbor Brewing Company**.

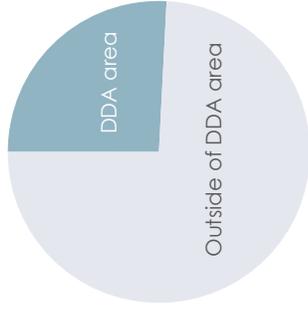
Despite its growing job concentration, few employees live and work downtown. Looking to the future, workforce housing represents a significant opportunity in the downtown marketplace to help retain talent and continue supporting and attracting employers.

**Downtown is home to over 1,700 employers.**<sup>xi</sup>

Table 4. JOB DENSITY COMPARISON

AREA	JOB DENSITY
DDA area	65,033 / sq. mi.
City of Ann Arbor outside DDA area	2,777 / sq. mi.
Washtenaw County	245 / sq. mi.

Chart 3. PERCENTAGE OF ANN ARBOR JOBS in DDA AREA



**26%**  
of all jobs in Ann Arbor are in the DDA area.



Photo 4

Map 2. DOWNTOWN IT and SUPPORTING EXPORT BUSINESSES

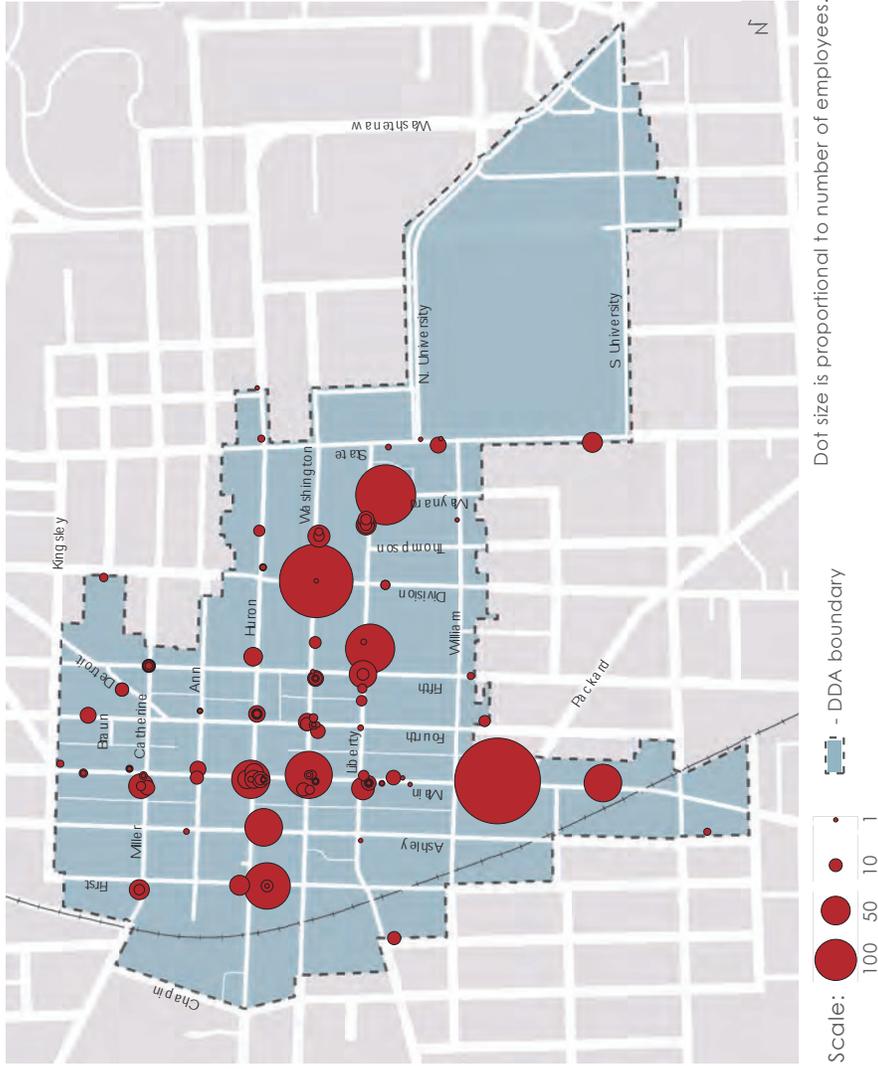


Table 5. MONTHLY SALARY COMPARISON

AREA	\$1,250 or less	\$1,251 - \$3,333	Over \$3,333
DDA District	25%	28%	47%
City of Ann Arbor	23%	32%	45%
Washtenaw County	22%	33%	45%
State of Michigan	24%	35%	41%

In the DDA area, there are

# 185

companies in the IT and supporting export sectors employing more than

# 2,400

tech workers. <sup>xii</sup>



In 2012-13, downtown Ann Arbor continues “**doing life different.**” With an over-packed activity calendar and **four unique commercial districts**, it is the center of art, culture, and activity for the region.<sup>xiii</sup>

Throughout the year, downtown hosts numerous special events, outdoor cafes, and cultural attractions. The Ann Arbor area's 2012 hotel occupancy was 67.5%, the **highest of any destination in the Midwest.** The Ann Arbor Convention and Visitors Bureau reported **223 convention bookings**, nearly all of which made a point to spend time downtown.<sup>xiv</sup>

Attracted to the walkable downtown experience, it is not unusual for travelers to “**come back raving** – about the vibrant downtown, the eclectic cuisine, the affordable galleries, the sleek museums and, of course, the infectious college-town energy.”<sup>xv</sup> A **growing foodie movement** and annual events like the Ann Arbor Folk Festival and Ann Arbor Art Fair help keep downtown Ann Arbor on the **national culture and entertainment map.** With so much activity on any given weekend, residents and visitors have a multitude of options to choose from.



Photo 2



Photo 6

## SPOTLIGHT: FUN THINGS TO DO

No matter where your interests lie, downtown Ann Arbor has something for everyone. Events happening throughout the year include:

Kerrytown BookFest	HomeGrown Festival
Ann Arbor Farmers Market	IceCarving Extravaganza
Jaycees' 4 <sup>th</sup> of July Parade	Ann Arbor Restaurant Week
KindleFest	Midnight Madness
Nash Bash	Dancing in the Streets
African American Downtown Festival	Oktoberfest
Sonic Lunch Concert Series	Inner Peace Festival
Ann Arbor Marathon	Halloween Treat Parade
The Sunday Artisan Market	Cinetopia Film Festival

73%

of City-permitted special events in Ann Arbor occurred in or passed through downtown. <sup>xvi</sup>

In 2012-2013...

Downtown hosted **61** special events & **107** sidewalk cafes. <sup>xvii</sup>

**216,018** people attended events at the Michigan Theater. <sup>xviii</sup>

The downtown library logged **608,041** visitors. <sup>xx</sup>

The Hands-On Museum welcomed **257,750** visitors. <sup>xx</sup>

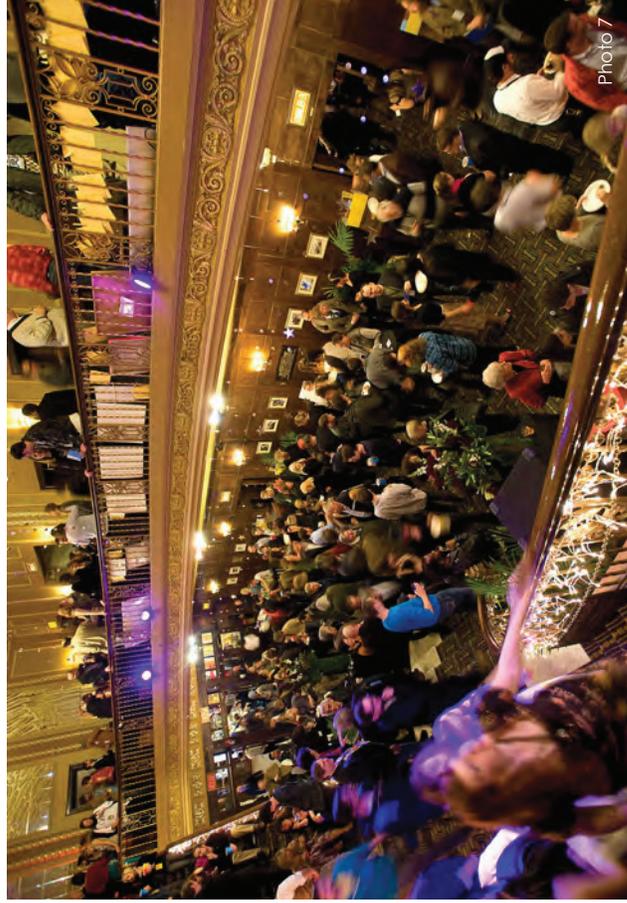


Photo 7



Photo 8

## EVENTS THAT ATTRACTED LARGE AUDIENCES TO DOWNTOWN IN 2012-13 INCLUDED:

**Ann Arbor Art Fair**

This renowned event, composed of four-award winning, independently juried art fairs held simultaneously throughout the streets of Ann Arbor in mid-July, transforms the city into one massive outdoor art gallery. Featuring 1,100 artists, it draws an estimated half-million visitors.

**Ann Arbor Film Festival**

Held each March at the Michigan Theater, this internationally recognized festival features the latest in experimental and independent 16mm films. It is the oldest event of its kind.

**Ann Arbor Folk Festival**

Each January, for more than 35 years, folk music fans have warmed their spirits at this lively gathering of national and international acoustic performers, jazz, folk, bluegrass, and singer/songwriters.

**Ann Arbor Summer Festival**

This three-week indoor/outdoor festival beginning in June celebrates the best in theatre, dance, music, and comedy and caters to audiences of all ages. Top of the Park includes a lively, casual, and entertaining roster of local and regional bands, food stands, and classic & contemporary movies screened under the stars.

**Dexter-Ann Arbor Run**

In its 40th year, the event includes half marathon, 10k, and 5k races, and brings an exciting and nationally-respected run/walk to downtown Ann Arbor.

**Festifools**

The first weekend of April ushers in Ann Arbor's twist on Mardi Gras. A fusion of giant, hand-made puppets, live music, jugglers, and costumes parade along Main Street.

**Taste of Ann Arbor**

The Main Street Area Association sponsors this exciting outdoor event in June, in which numerous restaurants in the greater Ann Arbor area show off outstanding menu items amidst live music.

**Mayor's Green Fair**

This Earth-friendly event invites pedestrians to take over Main Street while enjoying free entertainment and exploring over 150 exhibits with environmental information, hands-on activities for children, green commuting information, and more.

**Rolling Sculpture Car Show**

This top-quality show, held in July, features more than 400 exotic, antique, classic, concept, and art cars throughout the Main Street Area.



Table 5. DOWNTOWN ENTERTAINMENT &amp; HOSPITALITY

Arts & Culture		Features	Capacity
Ann Arbor Art Center		Art classes for all ages, studio space, gallery, shop	400
Ann Arbor Hands-On Museum		250+ interactive exhibits for all ages	400
Kempf House Museum		Guided tours of German-American family home built in 1853	250
The Museum on Main Street		5,000+ Washtenaw County historical artifacts	3,538
UM Museum of Art		18,000+ artworks, special exhibits/events, museum shop	110
UM Kelsey Museum of Archaeology		Roman, Greek, Egyptian, Middle Eastern artifacts	644
UM Museum of Natural History		Dinosaur, wildlife & geology exhibits, planetarium	139
Entertainment			Capacity
The Ark		Legendary acoustic music club	400
The Blind Pig		Renowned nightclub, various musical genres	400
Comedy Showcase		National & rising comedy stars, open mic nights	250
Hill Auditorium		Contemporary & classical music & performances	3,538
Kerrytown Concert House		Intimate concert venue	110
Lydia Mendelsohn Theatre		Intimate setting for theatrical productions & recitals	644
Performance Network Theatre		Pulitzer Prize & Tony award-winning plays, musicals	139
Rackham Auditorium		Chamber music, UMS performance & lecture venue	1,060
The Michigan Theater		Landmark theater of films & live events, 2 screens	1,900
The Power Center		State-of-the-art performing arts center	1,368
The State Theatre		Popular films, 2 screens	583
Lodgings (in & near the DDA District)			Rooms
Ann Arbor Bed & Breakfast		Convenient campus location, en suite bathrooms	9
Bell Tower Hotel		Rooms, restaurant, banquet & meeting space	66
Bellanina Guest House		5-room suite with full bath & kitchenette	1
Burnt Toast Inn		Bed & breakfast in a vintage Old West Side home	5
Dahlimann Campus Inn		Rooms, restaurant, banquet & meeting space	208
Embassy Hotel		Budget rooms in the heart of downtown	26
First Street Garden Inn		Bed & breakfast in an historic Old West Side home	2
Inn at The Michigan League		Classic decor, on-campus location	21



Photo 10

The downtown district saw a surge in its residential population over the past decade and the demand continued throughout 2012-13. Today, the downtown is home to an estimated **4,855 residents, a 56% increase from the 2000 Census.**<sup>xxi</sup> This growth aligns with national trends indicating millennials and baby boomers alike are “strongly [favoring] walkable lifestyles and urban living.”<sup>xxii</sup>

There are a variety of housing options in and around the DDA District, including small-footprint rentals, modern condos, renovated lofts, and compact neighborhoods with single-family historic homes. Since 2000, **740** housing units have been constructed in the DDA District, totaling **nearly 3,000 households.** Currently, **337 units are under construction,** and approximately **460** more have been proposed.<sup>xxiii</sup> Despite new supply, the downtown housing market is tight. With low inventory available and a recent focus on constructing high-end student rental units, a significant opportunity for workforce housing remains. As more units are built, options for downtown living will continue to expand.

Chart 4. HOUSING UNIT TYPES WITHIN DOWNTOWN and 0.5 MILES

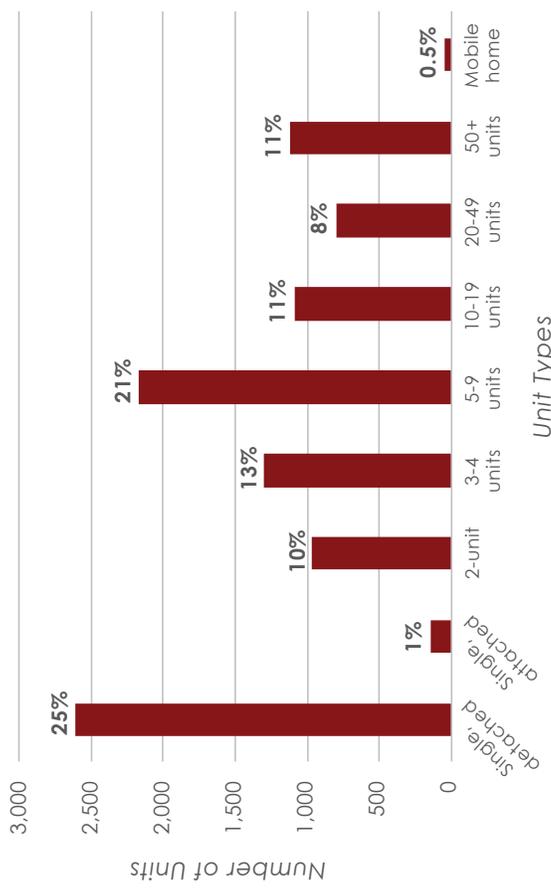


Table 6. RESIDENTIAL DENSITY COMPARISON, 2012

GEOGRAPHY	RESIDENTS	AREA	DENSITY
Downtown	4,855	0.42 sq. mi.	11,560 / sq. mi.
City of Ann Arbor	116,121	28.70 sq. mi.	4,046 / sq. mi.
Washtenaw County	350,946	722.42 sq. mi.	486 / sq. mi.

The average price per sq. ft. for residential properties sold in the DDA District increased by

**12%**

in 2012-2013 and now averages \$300 per sq. ft.<sup>xxx</sup>

Population Increase 2010-2012<sup>xxix</sup>

**Downtown: 19.2%**

City of Ann Arbor: **1.9%**

State of Michigan: **0.1%**

United States: **1.7%**

Table 7. DOWNTOWN RESIDENTIAL DEVELOPMENT, 2003-2013

PROJECT	TYPE	# OF UNITS	YEAR COMPLETED
Cornerhouse Lofts 205 S. State St.	Apartments	42	2003
Schlenker Hardware 221 W. Liberty St.	Apartments	1	2003
Mayer Schairer 110-112 S. Main St.	Condos	1	2006
Liberty Lofts 315 S. First St.	Condos	60	2006
Metro Lofts 322 E. Liberty St.	Condos	14	2007
Ashley Terrace 202-212 W. Huron St.	Condos	93	2008
Zaragon Place 619 E. University Ave.	Apartments	66	2009
4 Eleven Lofts 401 E. Washington St.	Apartments	96	2009
2115 N. Fifth Ave. 215 N. Fifth Ave.	Single-family	1	2012
Zaragon West 500 W. William St.	Apartments	99	2012
The Landmark 601 S. Forest Ave.	Apartments	175	2012
1225 S. University 1225 S. University Ave.	Apartments	10	2012
The Varsity 425 E. Washington St.	Apartments	181	2013
City Apartments 221 W. Washington St.	Apartments	156	expected 2013

**337 housing units**  
are currently under construction downtown.<sup>xxxi</sup>

Map 3. DOWNTOWN RESIDENTIAL DEVELOPMENT, 2003-2013



More and more people are discovering the high quality of life and convenience that urban living offers and want to live in the heart of the city. Residents of the downtown can step outside their front doors and readily enjoy a great array of food choices, nearby recreation, and the many everyday services available.

#### Great Food and Local Focus

Downtown is a food-lover's paradise, featuring over **200** restaurants and bars, **seven** small grocers, **four** home goods stores, and a Farmers Market that showcases **146** local vendors.<sup>xxxvii</sup> Given the excellent available options, it is no surprise that residents of the Ann Arbor metropolitan area spend **60%** more than the national average on dining out and entertainment.<sup>xxxviii</sup>

#### Community Space and Recreation

Downtown is enhanced with plazas, sidewalks, over **1,400** trees, outdoor cafes, and the UM Diag.<sup>xxxix</sup> With a **Walk Score of 98**, there are countless opportunities to engage with others, grab a bite to eat, listen to music, and people watch.<sup>xxxv</sup> For the energetically-inclined, there are **21** places to get a good work out and several large parks, located just outside the DDA District, where residents can play sports, bird watch, canoe, hike, and more.<sup>xxxvi</sup>



Photo 12

#### Education

Ann Arbor is known as a college town, and we take pride in countless accolades for education at all stages of life. **Over 70%** of Ann Arbor holds a bachelor's degree or higher, and downtown offers a host of opportunities to add to that knowledge, including **three** libraries, **six** museums, and **numerous opportunities for life-long learning**.<sup>xxxvii</sup> For families, Ann Arbor has an excellent public high school in the downtown and elementary schools located just a few minutes from the DDA District. In addition, the downtown's highly accredited preschools and childcare programs offer a critical amenity for downtown residents and employees.

#### SPOTLIGHT: RANKINGS (2012-2013)

- Ann Arbor is ranked **10<sup>th</sup>** on Parenting.com's **Best Cities for Education in America**
- Ranked one of the **10 Coolest Cities in the Midwest** by MSN Travel
- Ranked **5<sup>th</sup> Happiest City in America** by The Daily Beast
- Travel + Leisure ranked Main Street 10th on its list of **America's Greatest Main Streets**
- Ranked 7<sup>th</sup> on the AARP's list of **Top 20 Small Metros for Successful Aging**
- Ranked 6<sup>th</sup> on Lumosity's **Top 25 Brainiest Metros**

Map 4. DOWNTOWN AMENITIES



AMENITY	COUNT
Dry Cleaner & Tailor	13
Fitness Center & Studio	21
Grocer	7
Library	3
Preschool & Daycare	5
Prescription Services	5
Public High School	1
Institution of Higher Learning	2
Specialty Tutor & Test Prep	15
Residential Area	
Park	
DDA boundary	



Photo 13

Chart 5. MAJOR CRIMES REPORTED IN DDA DISTRICT

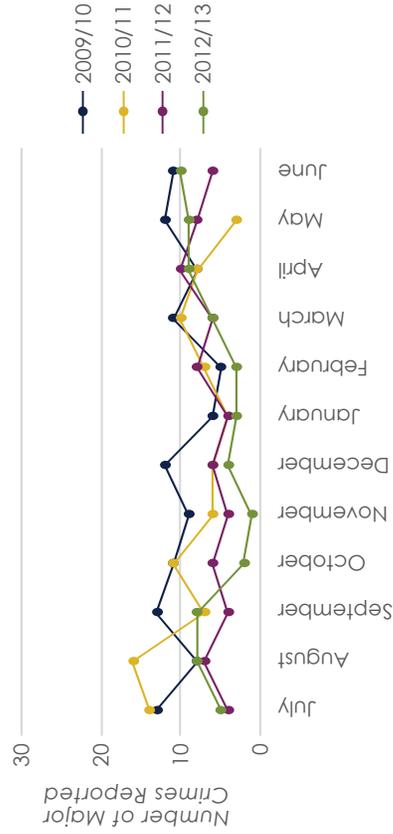


Chart 6. WALK SCORE COMPARISON



Major crimes in the DDA area dropped **6.9%** between 2011-12 and 2012-13.

Residents, visitors, and employees in the DDA District have access to a wide variety of transportation options. Along with increases in commercial, residential, and leisure activities, the transportation system posted **record numbers**, setting new highs for transit, go/pass, and bikeability.<sup>xxxviii</sup> In 2012-2013, patrons used the parking system and go/pass over **700,000** more times than six years earlier in 2006-2007.<sup>xxxix</sup> The **ever-growing array of transportation options** enhances and supports the downtown business environment and residential experience by providing cheaper, greener, and more convenient ways to get around.

Transit options connect downtown to every corner of the City and beyond. The new **Blake Transit Center**, slated to open in the fall of 2013, will be a great amenity for transit riders and is expected to further increase ridership. The AATA's **AirRide** shuttle provides affordable airport service, offering 12 daily round trips between **Detroit Metro Airport** and the Blake Transit Center. The downtown Greyhound station and nearby

Amtrak and Megabus stops provide access to **Detroit, Chicago**, and other regional destinations.

The DDA's continued commitment to non-motorized improvements helped create a world-class **sidewalk experience**, earn the City a **Silver Bicycle Friendly City Award**, and garner **numerous accolades**.<sup>xl</sup>

## SPOTLIGHT: GO!PASS

The go/pass is an unlimited-use transit pass sponsored by the DDA and available to all employees in the DDA District. Go/pass holders ride for free on any regular AATA route, pay reduced fares on specialty transit services, and receive discounts at numerous downtown businesses.



Photo 14



Photo 15

## MOVEMENT

## TRANSPORTATION & PARKING

### SPOTLIGHT: TRANSPORTATION COSTS <sup>xii</sup>

The typical **downtown** Ann Arbor household:  
Spends **\$860 per month** on transportation and  
emits **0.32 metric tons of CO<sub>2</sub>**

The typical regional household:  
Spends **\$1159 per month** on transportation  
and emits **0.72 metric tons of CO<sub>2</sub>**

AirRide is averaging **1,000** weekly riders. <sup>xiii</sup>

In 2012, AATA ridership reached a **record high**. <sup>xiii</sup>

Ann Arbor was ranked **4th most bikeable city**  
in the United States in 2012. <sup>xiv</sup>

Go!pass users logged **618,041 trips** in 2012-2013. <sup>xiv</sup>

Table 8. DOWNTOWN TRANSPORTATION MENU

	COUNT
Public Parking Spaces in or near Downtown	8,249
AATA Bus Routes	21
UM Blue Bus Routes	7
go!pass Rides in 2012-2013	618,041
Daily Boardings and Deboardings at Blake Transit Center	5,000
Late Night Shared Ride Taxi Use (NightRide)	6,227
Bike Lanes and Sharrows	8.43 lane miles
Bike Parking Spaces	1,075
Zipcars (in or near the DDA District)	11
Daily AirRide Round-Trips to Detroit Metro Airport (DTW)	12
Greyhound Stations	1
Amtrak Trips to Chicago per Day	3
Car Rental Agencies (Enterprise)	1



Photo 16

## DDA PROJECTS AND IMPACTS

The **Ann Arbor DDA** is the only agency whose sole purpose is to **safeguard the growth and vitality of the downtown**. The DDA is a careful steward and relies on long-term planning, an ongoing dialogue with the community, and a vigorous review of national trends as it conducts its work. The DDA is well-known for taking on large infrastructure projects such as constructing parking structures and installing transformative streetscapes. But the DDA also works on a variety of smaller projects that help the community reach its economic development, sustainability, affordable housing, and transportation goals.

Throughout the years the DDA's mission has remained the same:

**To undertake public improvements that have the greatest impact in strengthening the downtown area and attracting new private investments.**

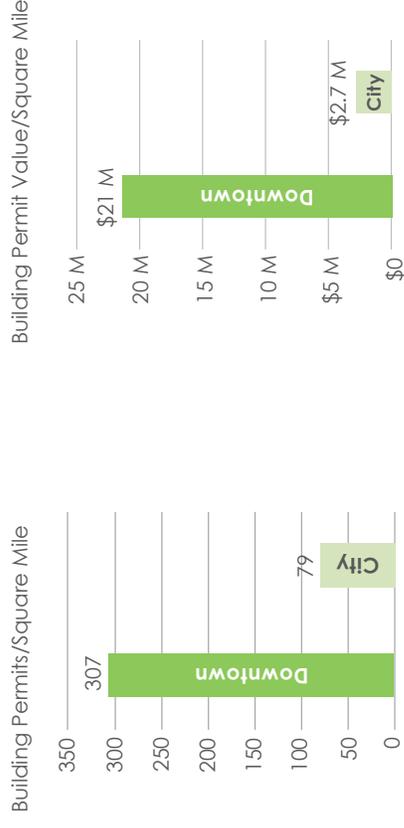
This mission is at the core of everything the DDA does.

### SPOTLIGHT: DDA IMPACTS

The DDA is the only entity dedicated to increasing the downtown tax base and its careful stewardship has a community-wide impact. Since the DDA's creation in 1983:

- The private sector has invested more than **\$386 million in new downtown development**, plus incalculable amounts into business renovations, expansions, and improvements.<sup>xvi</sup>
- **3.1 million square feet of new development** has been constructed in the DDA.<sup>xvii</sup>
- The **City's tax capture** in the district has **increased** from \$1.3 million in 1983 to \$4.1 million in 2012.<sup>xviii</sup>

Chart 7. PRIVATE INVESTMENT, 2012-2013



The DDA District makes up less than 2% of the City's land area yet accounted for **49% of building permit value** from 2007-2013.<sup>xix</sup>



Photo 7



Photo 18

## DDA PROJECTS AND IMPACTS

DDA projects and investments in 2012-2013 include:

- The **Library Lane parking structure** was completed in summer 2012 and added 711 underground parking spaces, enhanced infrastructure, and extensive pedestrian improvements. This increased parking “**helped [attract] new retailers and restaurants**” and was a “critical aspect to getting Barracuda Networks downtown.”<sup>ii</sup>
- Improvements along **Fifth and Division** included expanded sidewalks, bump-outs at intersections, additional on-street parking, bike lanes, new planters, seating, and pedestrian-scale LED streetlights. This transformation “**brought an energy to Midtown**” and created opportunities for businesses, such as Mani Osteria, to create new community destinations.<sup>ii</sup>
- The DDA provided 88% of the funding for the **golpass**, an unlimited use transit pass used by more than **6,800** downtown employees. Employers in the DDA District view the golpass as a tremendous benefit, helping them keep costs down, attract employees, and grow their businesses.<sup>iii</sup>

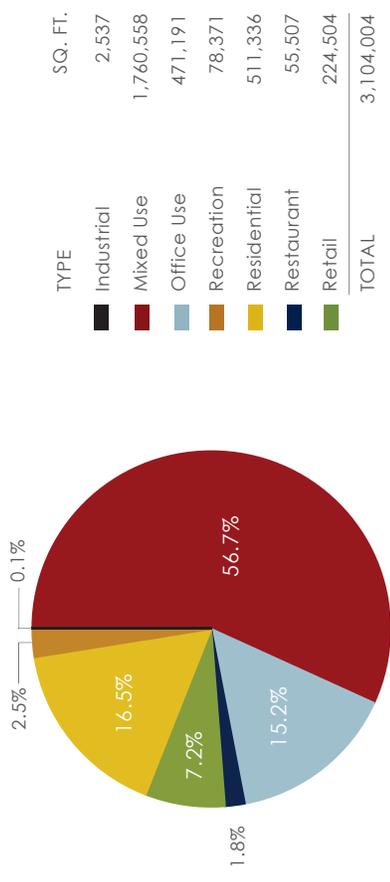
• **Affordable housing** contributions totaled \$396,000, reflecting the DDA’s on-going commitment to supporting diverse downtown housing options.

• The DDA converted two spaces in the Maynard parking structure into the **Bike House**, an attractive and secure bike parking facility. When it opened, the Bike House was already 75% full and has attracted great interest from downtown retail, tech, and professional employees.<sup>iiii</sup>

• The DDA’s **Energy Saving Grant Program** has funded 119 energy audits for downtown businesses and buildings that identified \$4.7 million worth of improvements that could save nearly \$1 million in annual energy costs.<sup>iv</sup>

• Approximately \$5 million was recently invested in the downtown **parking and transportation** system; improvements included new EV charging stations, bike parking, and repair of sidewalk trip hazards.<sup>iv</sup>

Chart 8. DEVELOPMENT PROJECTS WITHIN THE DDA DISTRICT SINCE 1982



**“Findings clearly illustrate how walkable development leads to healthier city budgets than drivable sprawl.”<sup>vi</sup>**

On average, compact development saves on infrastructure, reduces on-going costs for services like police, fire, and trash, and generates greater tax revenue.

– Smart Growth America

## LOOKING FORWARD

Future private projects downtown are anticipated to include:

- **Ann Arbor City Apartments**, a 156-unit apartment project at 221 W. Washington on top of a City-owned public parking structure, is under construction and is expected to open in the fall of 2013.
- **The Varsity** (pictured to the right), a 181-unit apartment project currently under construction at 425 E. Washington, is expected to open in the fall of 2013.
- **624 Church Street**, a 76-unit apartment tower to be built on top of the Pizza House restaurant has been approved.
- **413 East Huron Street**, a 208-unit apartment complex near City Hall, completed demolition of existing structures.
- **World of Beer**, a bar featuring 40 taps and 500 bottled beer options, is expected to open on the first floor of the Landmark apartment building (1300 S. University Ave.) in July 2013.
- **The Lunch Room**, a vegan restaurant, is expected to open in the Kerrytown district in August 2013.
- **Knigh't's Steakhouse** signed a lease to open a second location in the former Border's building at Maynard and Liberty.
- **aventura**, a Spanish-style tapas restaurant, is expected to open at 212-216 E. Washington St. in 2013.
- **PRIME Research**, a communications consulting firm, is expanding its Ann Arbor office and moving into the second floor of the former Border's building at Maynard and Liberty.
- **Kerrytown Place**, an 19-unit condo development, is expected to begin construction soon.
- **Old German** (pictured to the right), a re-imagining of the historic bar of the same name that closed in 1995, is expected to open at 120 W. Washington St. in July 2013.
- **Walgreen's** is currently renovating the former Michigan Book & Supply store at 317 S. State St.



## ABOUT THE ANN ARBOR DDA

DDAs were created by the State of Michigan as a tool to counteract central city decline and ensure that the heart of our cities and regions receive careful stewardship and long-term consideration. Since the Ann Arbor Downtown Development Authority's (DDA's) inception in 1982, it has worked continuously to meet its mission: **to undertake public improvements that have the greatest impact in strengthening the downtown area and attracting new private investments.**

### COMMUNITY PARTNERS

The DDA is proud to work with numerous community partners, including:

Ann Arbor / Ypsilanti Regional Chamber • [annarborchamber.org](http://annarborchamber.org)  
Ann Arbor Area Convention & Visitors Bureau • [visitannarbor.org](http://visitannarbor.org)  
Ann Arbor District Library • [aadl.org](http://aadl.org)  
Ann Arbor SPARK • [annarborusa.org](http://annarborusa.org)  
Ann Arbor Transportation Authority (AATA) • [theride.org](http://theride.org)  
City of Ann Arbor • [a2gov.org](http://a2gov.org)  
Downtown Citizens' Advisory Council (CAC)  
getDowntown Program • [getdowntown.org](http://getdowntown.org)  
Kerrytown District Association • [kerrytown.org](http://kerrytown.org)

The work of the DDA is done by a small staff and a Board of twelve citizens appointed by the Mayor and City Council. DDA members volunteer their time, talent, and expertise to the DDA for the benefit of the downtown. They serve four-year terms and work through committees to accomplish the goals of the DDA.



Main Street Area Association • [mainstreetannarbor.org](http://mainstreetannarbor.org)  
South University Area Association • [a2southu.com](http://a2southu.com)  
State Street Area Association • [a2state.com](http://a2state.com)  
Republic Parking • [republicparking.com](http://republicparking.com)  
Downtown A2 Historical Street Exhibit Program • [aastreets.aadl.org](http://aastreets.aadl.org)  
Think Local First • [thinklocalfirst.net](http://thinklocalfirst.net)  
Washtenaw Area Transportation Study • [miwats.org](http://miwats.org)  
Washtenaw County • [ewashtenaw.org](http://ewashtenaw.org)  
Main Street Business Improvement Zone • [annarbormainstreetbiz.com](http://annarbormainstreetbiz.com)

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- <sup>ii</sup> United States Census Bureau (2011). 2010 United States Census, City of Ann Arbor block-level data. <http://factfinder2.census.gov/main.html> ; Ann Arbor DDA analysis of occupancy of downtown housing built after 2010 Census data collection period
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- <sup>v</sup> Colliers International Q3, 2012 Commercial Report, Ann Arbor, MI
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# CREDITS

## IMAGES

- Front Cover: All by Leisa Thompson except the Landmark (by Flickr user Ian Freimuth)  
Inside Cover: Fourth and William parking structure, Leisa Thompson  
Photo 1: Pallo on Main Street, Leisa Thompson  
Photo 2: Oxford Companies, DDA  
Photo 3: Mani Osteria, Leisa Thompson  
Photo 4: Businessmen in Kerrytown, Leisa Thompson  
Photo 5: Lunch on Liberty, Leisa Thompson  
Photo 6: Lena at night, Leisa Thompson  
Photo 7: The Michigan Theater, Ann Arbor CVB  
Photo 8: FestiFools, Ann Arbor CVB  
Photo 9: South University, Leisa Thompson  
Photo 10: Hill Auditorium, Flickr user Jim Howe  
Photo 11: Downtown, DDA  
Photo 12: Plaza at Kerrytown Market & Shops, Leisa Thompson  
Photo 13: People's Food Co-op, Flickr user "Andy Piper"  
Photo 14: AirRide, Leisa Thompson  
Photo 15: Carrot bike racks in Kerrytown, Leisa Thompson  
Photo 16: Electric vehicle charging station, DDA  
Photo 17: Library Lane parking structure, Leisa Thompson  
Photo 18: Bike House secure bike parking facility, DDA  
Photo 19: The Varsity, DDA  
Photo 20: Old German, DDA  
Back Cover: Women sitting in front of People's Food Co-op, Leisa Thompson

## MAPS

- Map 1. Data from City of Ann Arbor and DDA.  
Map 2. Data from Ann Arbor SPARK and City of Ann Arbor.  
Map 3. Data from City of Ann Arbor.  
Map 4. Data from City of Ann Arbor and DDA.

## TABLES

- Table 1. \* Not mutually exclusive. City of Ann Arbor GIS data and Tax Assessor's Report  
Table 2. \* Number represents employees on UM Central campus. Data self-reported.  
Table 3. Data self-reported.  
Table 4. Data from the University of Michigan and the U.S.Census Bureau, Center for Economic Studies.  
Table 5. Data from the University of Michigan and the U.S.Census Bureau, Center for Economic Studies.  
Table 6. Data from U.S. Census Bureau, The Landmark, and Zaragon West.

## TABLES (Continued)

- Table 7. City of Ann Arbor  
Table 8. Self-reporting and organization or business websites.

## CHARTS

- Chart 1. The sector categories do not include public facilities (local, state, federal government facilities or the University of Michigan) or places of worship. Data obtained from a sample of over 1,700 businesses listed in the Polk Directory and collected by the getDowntown program.  
Chart 2. Includes all identified non-owner occupied office and flex space buildings over 3,000 sq ft. Flex space is defined as high-bay type buildings, often combining office, high-tech, research, warehouse & similar. Source: Swisher Commercial, (December 2012). *Swisher Commercial 2012 Year-End Vacancy Report*  
Chart 3. Source: University of Michigan and the U.S.Census Bureau, Center for Economic Studies.  
Chart 4. Source: U.S. Census Bureau  
Chart 5. This is a monthly summary of major crimes (murder, manslaughter, negligent homicide, robberies and attempted robberies, criminal sexual conduct 1-4, and attempts, burglary and attempts, motor vehicle thefts and attempts). The police departments record statistics at the block level and, as a result, some recorded crimes may not have occurred within the DDA District, rather immediately outside of the district. June 2011 data was not made available to the DDA. Source: City of Ann Arbor Police Department and U of M Department of Public Safety  
Chart 4. Source: Walk Score ([www.walkscore.com](http://www.walkscore.com))  
Chart 7. Source: City of Ann Arbor monthly building permit reports.  
Chart 8. City of Ann Arbor building permit data.

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