

# LAFAYETTE WEST

## COMMUNITY BENEFITS AGREEMENT

AUGUST 21, 2018



# INTRODUCTION

## AGENDA

**5:30 - 6:30    Lafayette West NAC Impact Report Presentation**

Permitted Parking Update:

Kimani Jeffrey (CPC), Garry Bulluck (Mayors Office), Keith Hutchings (MPD)

**6:30 - 7:20    NAC & Developer Discussion**

Decision on 6th Meeting

**7:20 - 7:30    Public Comment**

# CBO OVERVIEW

## CBO Process Schedule

*\*schedule is tentative and dates may change*

	JULY				AUGUST				SEPTEMBER			
	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4
<b>Meeting 1</b>	Jul 3 <sup>rd</sup>											
<b>Meeting 2</b>		Jul 10 <sup>th</sup>										
<i>bye wk</i>			No Mtg									
<b>Meeting 3</b>				Jul 24 <sup>th</sup>								
<i>bye wk</i>					No Mtg							
<b>Meeting 4</b>						Aug 9 <sup>th</sup>						
<i>bye wk</i>							No Mtg					
<b>Meeting 5</b>								Aug 21 <sup>st</sup>				
<i>bye wk</i>									No Mtg			
<b>Meeting 6</b>										Sept 4 <sup>th</sup>		
<b>TBD</b>												

**NAC  
IMPACT  
REPORT**  
DEVELOPER'S  
RESPONSE

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 1.1**

**1.1 Developer will sign a legally binding agreement with the P&DD to restrict construction working hours between 7:00 am - 6:00 pm on weekdays. Major noise-making activities (jack hammering, wrecking ball, drilling, etc.) should not commence until 9:00 am on any day. If required, a maximum of two Saturdays can be worked per month and 48 hours public notice will be provided for Saturday work. No Sunday work is permitted.**

### **DEVELOPER'S RESPONSE**

**The standard construction schedule is currently 7 A.M. – 5 P.M. on weekdays, with Saturdays only being worked as necessary.**

- We will comply with all local ordinances related to the project.**
- We will provide at least 48 hours' notice for any work to be conducted on a Saturday.**
- We cannot guarantee all major noise-making activities will occur after 9 a.m., but we will work with our construction partners to limit as much of this activity as possible to the recommended hours.**
- As of now, no Sunday hours are being considered, and notice will be given through the previously outlined communication channels of unique activities or unscheduled work as needed.**

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 1.2 & 1.3**

- 1.2 Park benches and a designated picnic area to be added in Lafayette Park. Developer will work with NAC to finalize details regarding types and quantities of all fixtures.**
- 1.3 Additional trees to be planted in Lafayette Park with guidance and feedback from The Greening of Detroit.**

### **DEVELOPER'S RESPONSE**

- We will commit to \$15,000 for replacement of park benches and installation of a picnic area.**
- We would like the NAC to work with the City and Greening of Detroit to create a proposal for how this money will be spent.**
- Per the NAC's recommendation, we would like to have a placard or other acknowledgement put into place recognizing Ginosko Development Company's contribution to the park.**

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 2**

Parking resources for existing residents will be highly strained with the addition of so many new residents, especially considering the parking deficiency (over 100 parking spots based on City ordinance) designed into the current plan and the other new developments in this area that were not considered in the developer's parking studies. The NAC is concerned about the lack of parking for LW employees, residents' guests, etc.

### **DEVELOPER'S RESPONSE**

We will ensure that our project is built with a minimum of:

- 1 car per dwelling ratio for rental units, which are largely smaller studio and 1 bedroom units.
- 1.5 cars per dwelling for the townhomes.
- Additional parking for visitors (6% of rental units, 4 spaces for prospective renters, and 6 spaces for Lafayette West employees, as well as spaces for the proposed coffee/coworking area per zoning requirements).
- No parking ratios will rely on the on-street parking along Rivard or the Chrysler Service Drive.
- The above commitments place the overall parking ratio greater than 1.25 cars per dwelling unit.

For concerns of crowded on-street parking nearby Lafayette West, the City of Detroit is currently working on updates to simplify the permitted parking ordinance. The City Planning Commission along with the Municipal Parking Department will be engaging with residents to garner further input on updates to the ordinance; specifically with those neighborhoods, such as Lafayette Park, where permitted parking has been a request.

## Parking Totals

	Total Req Parking Space	Total Provided	Difference
Surface Parking	220	184	
North Block (Midrise 1)	88	81	
South Block (Midrise 2)	100	71	
Townhouses w/ Private Garages	28	28	
Prospect Renter Parking	4	4	
Parking deck	195	187	
Highrise Unit Parking (1 per)	134		
Parking (coffee bar)	6		
Parking (co-working/office)	3		
Visitor Parking (6% of total)	24		
Townhouse Parking (1 per)	28		
On-Street Parking	0	30	
Private St North	0	16	
Private St South	0	14	
Accessible Parking	12	12	
Van-accessible	2		
Car-accessible	10		
<b>Total</b>	<b>427</b>	<b>413</b>	<b>-14</b>

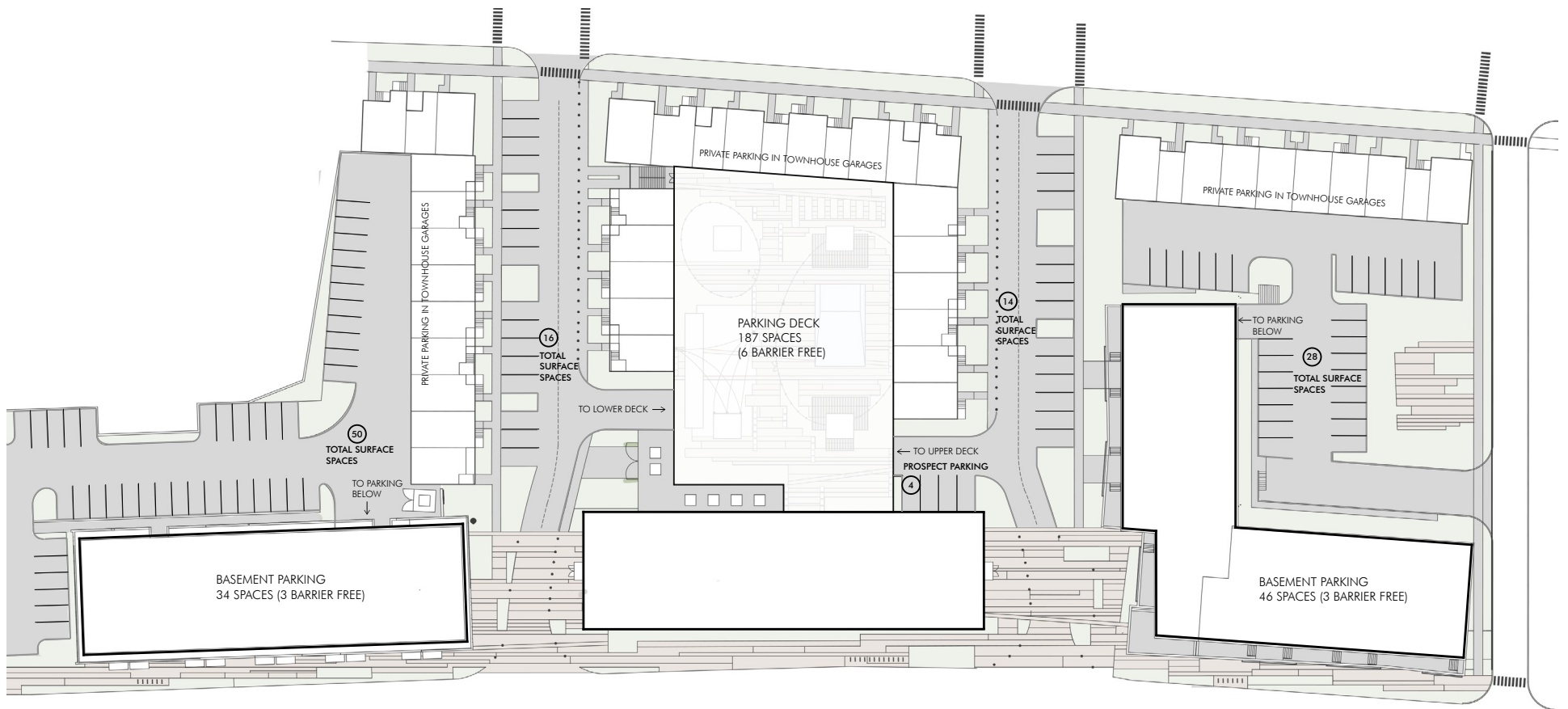
**PARKING  
DEFICIENCY  
REDUCTION**

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# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 3**

**Developer will sign a legally binding agreement with the P&DD agreeing to not close Rivard completely at any time**

### **DEVELOPER'S RESPONSE**

- **We will not, at any time, total closure of Rivard unless required for utility connections. In the event of total lane closures we will do everything possible to minimize any potential disruptions, including scheduling for overtime work.**
- **We will request temporary and/or partial lane closures from time to time due to curb cuts, tie ins and ancillary work parallel to Rivard and the Chrysler Service Drive.**
- **Traffic disruptions will be communicated to the NAC and surrounding community as early as a known land closure is identified.**
- **All appropriate signage, barricades and safety measures will be implemented per City ordinances.**
- **All lane closures will be approved through a Traffic Management Plan through the Traffic and Engineering Department (TED) of the City of Detroit.**

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 4.1 & 4.2**

**4.1 Developer will accept liability for any damages to property caused by either construction or demolition.**

**4.2 All impacted organizations will be added as named insureds to the developer's insurance policy.**

### **DEVELOPER'S RESPONSE**

- We will ensure that our contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance.
- Lafayette West, its entities and partners will be named as Additional Insureds on the contractors, subcontractors and professional liability insurance certificates.
- We will ensure these insurance policies remain active through the entire construction period.
- Lafayette West, its entities and partners will be named as Additional Insureds on the contractors, subcontractors and professional liability insurance certificates.
- Any claims made against these policies will follow the evaluation process carried out by the insurers claims departments.

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 4.3**

Developer will perform two additional window cleanings for Lafayette Pavilion and the four Mies co-ops. One will be completed after demolition and one after construction is complete.

### **DEVELOPER'S RESPONSE**

We will pay for a portion of two (2) of the regularly scheduled window cleaning, conditioned upon the following:

- **Written confirmation of the frequency of current window cleanings over the past year.**
- **Providing invoices from window cleanings over the past year to confirm the cost of current window cleanings.**

# **NAC IMPACT REPORT DEVELOPER'S RESPONSE**

## **NAC IMPACT REQUEST 5**

Developer will sign a legally binding agreement with the P&DD agreeing:

- To development and implementation of a lead dust management plan that includes: predemolition notice to nearby residents; description of fugitive dust control measures during demolition activity; description of post-demolition dust mitigation measures. Also this will include an inspection requirement during demolition activity by someone from the City of Detroit.
- To comply with federal, state, and city asbestos demolition regulations.
- To provide any hazardous material/ environmental surveys and abatement reports to the NAC prior to demolition.

## **DEVELOPER'S RESPONSE**

- Any and all hazardous materials identified from prior reports will be safely and properly removed on-site by qualified, licensed and insured contractors practicing under the standard of care required of environmental professionals in Michigan.
- Given past asbestos abatement and the planned activities, risk to adjoining and nearby residents for exposure to asbestos and hazardous materials will be mitigated before demolition.
- We will provide these reports to the NAC committee.
- We will hire AKT Peerless to provide oversight to all demolition activity to ensure compliance with all environmental regulations. The AKT Peerless inspections will be made in addition to and regardless of any City-required inspections.
- We will develop fugitive dust control plan in alignment with current environmental safety regulations for demolition and implement perimeter air monitoring for lead and cadmium dust.

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 6**

Developer will sign a legally binding agreement with the P&DD agreeing to immediately implement a pest control program to mitigate this. The program should be in place until completion of construction. The NAC should be notified of the company hired.

### **DEVELOPER'S RESPONSE**

- We will hire Ritter Pest Control or other NAC recommended pest control company to implement a pest control program.

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 7**

Developer will sign a legally binding agreement with the P&DD agreeing to:

- **Install and maintain contiguous security fencing (current fencing is insufficient) around the vacant building immediately.**
- **Board up any broken windows and maintain this practice through demolition.**
- **Maintain a daily security presence to monitor and protect the site starting immediately through the end of construction.**
- **Maintain security for the property post construction as well.**

### **DEVELOPER'S RESPONSE**

- **We will replace the temporary fence with a more permanent fence which still provides flexibility for construction activity.**
- **We will consider barricades at standard entrances to prevent cross-traffic or event parking on site.**
- **We will work diligently to demolish the building in 2018.**
- **We have hired Signal 88 Security to provide overnight roving patrols.**
- **We will work with Signal 88 and/or other qualified security team to implement construction-period security program. This may include the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols.**
- **We will work with our management agent, Village Green, to develop a postconstruction security program using the most efficient and effective security measures.**

# **NAC IMPACT REPORT**

## **DEVELOPER'S RESPONSE**

### **NAC IMPACT REQUEST 8**

Developer will provide detailed lighting plans to the NAC, when available, and accept public feedback. Additionally, developer will ensure that lighting on the LW development is shielded appropriately so that no light spills beyond the property line or produces glare that is visible from adjacent properties.

### **DEVELOPER'S RESPONSE**

- We will provide lighting sufficient to maintain safely lit pedestrian and vehicular areas at night.
- All lighting will be carefully considered and shielded as necessary to reduce glare, light trespass into neighbors' homes and beyond property lines, and to reduce light pollution in the night sky.
- We will maintain light levels that are appropriate to a typical residential neighborhood to ensure comfort and safety at night for all.



# NAC IMPACT REPORT

## DEVELOPER'S RESPONSE

### NAC IMPACT REQUEST 9

Trash

### DEVELOPER'S RESPONSE

- We will install rodent-resistant trash cans along Rivard as soon as possible and maintain through the construction period.
- We will incorporate rodent-resistant trash cans into our landscape and streetscape improvement plans.

# **Q & A**