

Ann Arbor City Council Regular Session: February 21, 2012
 Email Redactions List Pursuant to Council Resolution R-09-386

<u>Sent Time</u>	<u>Received Time</u>	<u>To</u>	<u>From</u>	<u>CC</u>	<u>Redactions</u>	<u>Reason for Redaction</u>
		No Redactions				

Corts, Carynne

From: Briere, Sabra
Sent: Tuesday, February 21, 2012 7:11 PM
To: Hieftje, John
Subject: FW: Newport Report
Attachments: Newport Road Public Input Summary Report.docx

From: Pirooz, Homayoon
Sent: Tuesday, February 21, 2012 2:41 PM
To: Briere, Sabra; Smith, Sandi
Subject: FW: Newport Report

Good afternoon,

We have reviewed all the viable options for the Newport Rd Improvement project and studied their impacts on the corridor. Please review the attached report for our recommendation, and let me know if you would like to review the project scope and some of the details with the design team. The good news is that we might be able to complete the project at no direct cost to the property owners, but some of the trees must go to make room for the non-motorized path.

If you approve we will meet with the public next month after meeting with you first, and will begin to prepare the construction plans for the 2013 construction. Best,

Homayoon Pirooz
794.6411
323.9138

From: Rolla, Elizabeth
Sent: Tuesday, February 21, 2012 10:23 AM
To: Pirooz, Homayoon
Cc: Bryan, Susan; Carson, Chris
Subject: Newport Report

Newport Road (Sunset to City Limits)

Summary of Public Comment and Input

February 21, 2012

Summary

Newport Road (Sunset Rd to City Limits), is a two-lane roadway that is characterized by its tree canopy and rural look. Newport serves a number of side street subdivisions and as well as about 46 homes addressed off of Newport. There is one church and four schools that can be accessed from Newport Road (Rudolf Steiner, Skyline High School, Wines Elementary, and Forsythe Middle School).

There are neither sidewalks nor bike lanes along this section of Newport Road. In some sections, there is bituminous curb. The paved travel way is about 21 – 25 ft wide. The pavement is in need of resurfacing.

Recently, the city has received input from citizens requesting improved non-motorized access along Newport Road (Sunset to City Limits). In addition to recreational walkers/joggers, many children walk along Newport to access their school. On November 15, 2011 the City held a public meeting to garner citizen input regarding the possibility of expanding the non-motorized facilities. This report presents a summary of the input received at the meeting, the input from subsequent communications from citizens (e.g., emails to staff), and staff's recommendations for next steps.

Public Input

At the public meeting, four alternatives were presented with the explanation that other alternatives were possible:

- Option 1: Repave and Retain Existing Pavement Width
- Option 2: Add Bike Lanes
- Option 3: Add Bike Lanes and Sidewalks
- Option 4: Add a Meandering Path

After an explanation of each alternative and possible impacts (e.g., changes to corridor, assessment costs), we asked the people to vote for their preferred option and to elaborate on their preferences and concerns. Subsequent to the meeting, other neighbors emailed staff with their preferences.

We heard from 49 people, thirteen of whom live directly on Newport. The attached provides a summary of the input received.

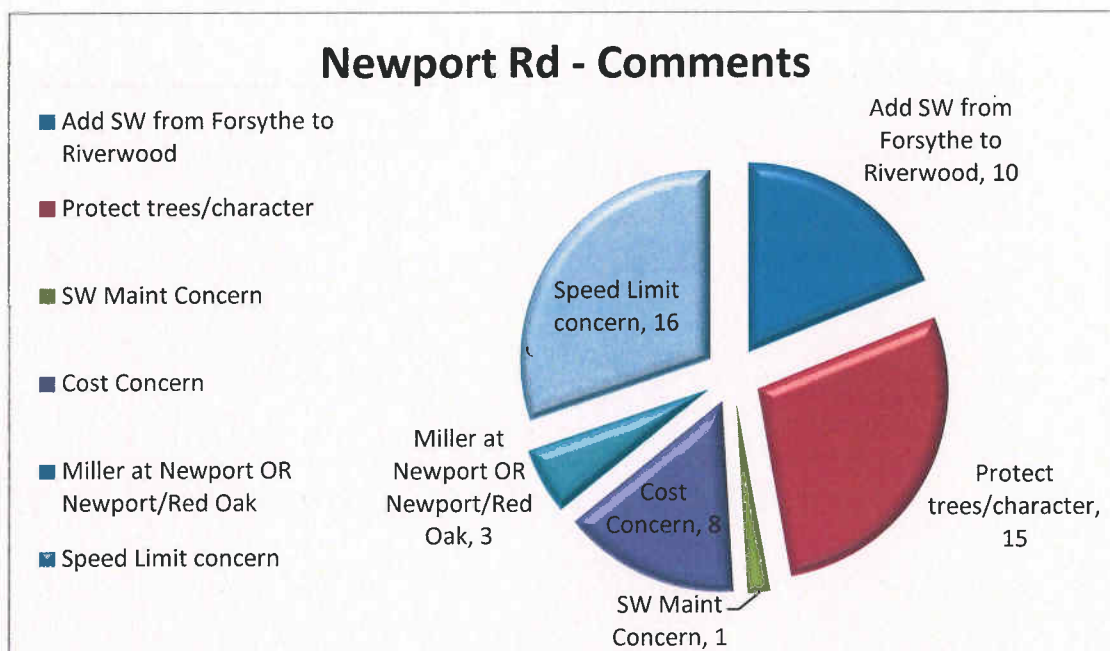
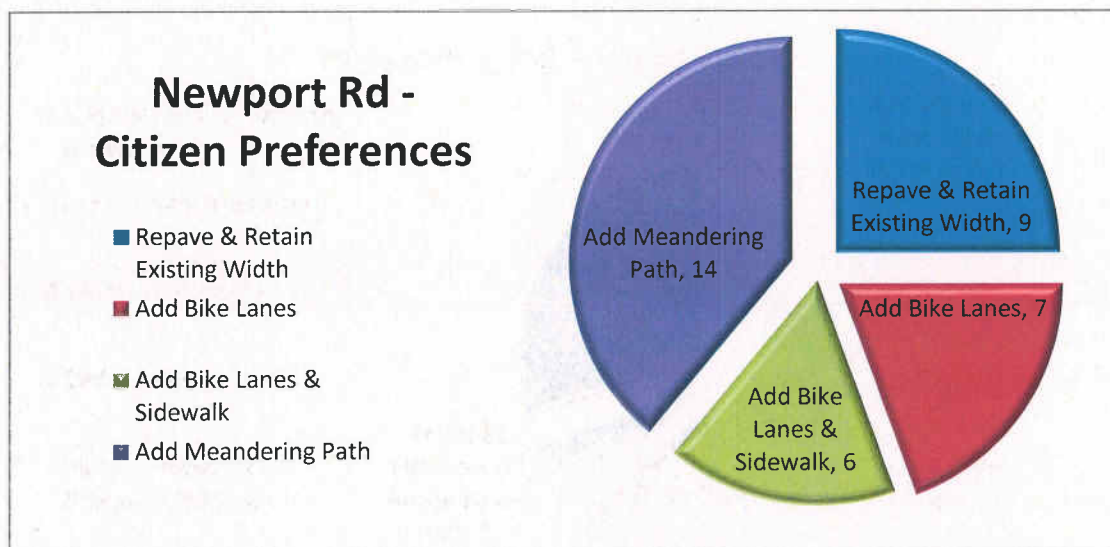
Newport Road - Summary of Public Comment

	Votes/Comments		Difference
	For	Against*	
Opt 1: Repave & Retain Existing Width	9	1	8
Opt 4: Add Meandering Path	14	2	12
Opt 2: Add Bike Lanes	7	2	6
Opt 3: Add Bike Lanes & Sidewalk	6	2	4
Other: Add Sidewalk from Forsythe to Riverwood	10	0	10

No Change (Option 1) - 9

Improvements Desired
(Options 2, 3, 4) - 27

*Specifically stated opposition



Analysis

As shown above, most of the respondents favor some type of non-motorized access along the Newport corridor. Of those voting for a given option, 75% selected either Option 2, 3 or 4 (proposed improvements). 25% selected Option 1 (no change). Many people asked that we prioritize the addition of a sidewalk between Forsythe (Sunset Road) and Riverwood.

Residents' concerns about Newport and any future changes seem to focus on the following (% of respondents who mentioned it):

- Speeding (33%)
- Protection of trees/character of corridor (31%)
- Assessment costs (16%)

Recommendations

It's reasonable to assume the addition of Skyline High School and neighborhood developments has increased the non-motorized traffic along Newport. The lack of pedestrian facilities has resulted in people walking immediately adjacent to the street and often within the pavement. We've heard from residents that this is a safety concern. We've also heard from residents who greatly value the rural character of Newport Road and do not want to turn Newport into a typical urban corridor.

To address the public's desire for non-motorized improvements, one alternative would be to maintain Newport's current footprint (no widening) and add a shared use or pedestrian path on the west side of the road. We would strive to address the public's concerns as follows:

- Speeding: By maintaining the current lane width, we do not anticipate increasing vehicular speeds.
- Protection of trees/character of corridor: Due to grading issues and the ADA requirements for the width of a non-motorized path (10 feet), many trees would need to be removed to accommodate a path. However, an off-street path on one side of the corridor could be designed to avoid trees such that the loss of trees would be less than adding bike lanes and/or sidewalks on both sides. We would also anticipate applying for a context-sensitive design exception that would allow us to install a narrower path.
- Assessment costs: We have applied and received approval of \$1.1M Federal STPU funds. We anticipate using the STPU to fund the path and a portion of the road resurfacing (the rest borne by the Street Millage). This would greatly reduced or possibly even eliminate the special assessments to the homeowners along Newport.

Before beginning the design, we would present this proposal to the citizens for their information and feedback.

Costs

The total cost of the project (road resurfacing + shared use path) is estimated at \$2.1M (the path cost is estimated at \$750K).

Next Steps

We propose the following schedule for the project:

Feb 23, 2012: Project Summary & Next Steps Report to Council Members Briere and Smith

Feb 29, 2012: Submit application for design exception – narrower path

March 1, 2012: Update webpage with public input summary and send out invitations to Second Public Meeting

March 13, 14, or 15*, 2012: Second Public Meeting . *Date to be selected by Council members

At this meeting, our goals would be the following:

- Share summary of public comments received
- Share overview of possible path alignment and resulting impacts (removal of trees)
- Gather public feedback on proposal

March - April, 2012: Incorporate input from Second Public Meeting and begin preliminary design work

April – May 2012: Topographical Survey

May – Aug 2012: Design

Aug 2012: Third Public Meeting – share design with public

Sept 2012: Submit GI Package to MDOT

Jan 2013: MDOT Bid Letting

June – Sept 2013: Construction of shared use path and road resurfacing while school is not in session

As the project progresses, staff will also need to address the ongoing concern with speed limits.

Corts, Carynne

From: Kunselman, Stephen
Sent: Tuesday, February 21, 2012 9:09 PM
To: Powers, Steve
Subject: FW: City and AATA Agreement
Attachments: City - AATA Agreement 9-30-74.PDF

Mr. Powers,

Per my request at this evenings Council meeting, please attain and distribute to Council the information that is required per the AATA/City agreement to be presented to Council (i.e. budgets, audits, 1/4ly reports, etc.).

Thanks,
Stephen Kunselman
Ward 3

From: Higgins, Sara
Sent: Monday, February 06, 2012 4:32 PM
To: Anglin, Mike; Briere, Sabra; Derezinski, Tony; Hieftje, John; Higgins, Marcia; Hohnke, Carsten; Kunselman, Stephen; Lumm, Jane; Smith, Sandi; Taylor, Christopher (Council); Teall, Margie
Cc: Powers, Steve; Fales, Mary Joan; Cooper, Eli; Beaudry, Jacqueline
Subject: City and AATA Agreement

In response to a request from Councilmember Kunselman regarding the 4-Party Public Transportation Agreement, please find the attached copy of the executed Agreement between the City and the AATA for your reference.

Sara Higgins
Interim Administrator's Office Supervisor
City of Ann Arbor
City Administrator's Office
Phone: (734) 794-6110
Internal Number: 41102

Sara Higgins
Office Manager
City of Ann Arbor
Office of the City Attorney
Phone: (734) 794-6177
Internal Number: 41877

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AGREEMENT BETWEEN CITY OF ANN ARBOR
AND THE ANN ARBOR TRANSPORTATION AUTHORITY

WHEREAS the City of Ann Arbor (hereinafter referred to as "City") by resolution dated July 15, 1968, incorporated an entity known as the Ann Arbor Transportation Authority (hereinafter referred to as "AATA") for the purposes of acquiring, owning, operating, or causing to be operated a mass transportation system under provisions of ACT 55 of P.A.1963, and

WHEREAS the AATA has been operated within the administrative structure of the City until 1973, when with the passage of a 2.5 millage the City was authorized to collect non general fund monies to be allocated specifically for public transportation services and the authority gained an administrative staff apart from the City proper, and

WHEREAS, the City has provided the AATA with valuable services which the AATA desires to continue to receive, and

WHEREAS, the City owns certain transportation equipment, to-wit: 16 buses and one van equipped for handicapped persons, which the AATA desires to acquire; and

WHEREAS, the City and the AATA desire to hereby resolve any questions concerning obligations either party may have to the other arising out of previous transactions and occurrences, and

WHEREAS, it is deemed in the public interest to formally outline the operational relationship between the City and the AATA,

NOW, THEREFORE, IT IS AGREED

1. SERVICE AGENCY The City recognizes the AATA as the operating agency of the City to provide mass transportation service to the public. These services shall include surface bus and any other form of transportation the AATA may decide to render in accordance with the AATA Articles of Incorporation.

2. MILLAGE REVENUE The City designates the AATA as the contracting agency for use of the 2.5 mills tax levy specified by the Charter Amendment approved in April 1973. Such millage revenue is to be levied and collected yearly by the City for public transportation and allocated by Council in its entirety to the AATA less the municipal service charges referred to below.

3. GENERAL MUNICIPAL SERVICES The parties to this contract recognize their mutual responsibility to the public to provide transportation services at the least possible cost. Accordingly, it is agreed that the following services shall and can only be appropriately performed by City departments:

- a. Tax assessment, billing, collection, receipting and banking.
- b. Review and coordination of public transit plans into overall City planning process.
- c. Official City Clerk responsibilities and services for processing AATA matters requiring City Council review.

For these services AATA agrees to annually pay to the City 1.0% of the annual millage for transportation purposes at the time of collection of taxes.

AATA will undertake to evaluate additional required services annually, and to use City services where it is clearly established that this is the most economical and effective method of procuring them.

4. SPECIAL CITY SERVICES. For fiscal year 1974-75, the AATA agrees to purchase and the City agrees to provide the following special services for the fees hereafter specified, which fees are recognized as the value of provision of each service.

- a. Payroll time card auditing, payroll deductions and payroll check processing \$12,000
- b. Sales (thru Treasurer's office) of bus tickets and pass renewals, including execution of low income fare affidavits \$ 4,200

c.	Counting of daily cash revenue, deposit thereof in regular AATA account, issuance of receipts and deposit vouchers on a daily basis	\$ 4,500
d.	Installation and maintenance of two-way radios in AATA vehicles	\$ 9,100
e.	Processing purchase orders, recording and auditing thereof, duplicating and paying of vendors; and bulk purchases of materials and supplies (in aggregate with City purchases where possible)	\$17,000
f.	Maintenance of accounts payable ledgers and preparation of weekly status of appropriation report, weekly transaction report, and revenue report; audit, reconcile and maintain bank statements; and manage investment of cash surpluses, with interest accruing to AATA accounts	\$10,500
g.	Provision of telephone extension thru City Hall switchboard, including area code 313 watts line and operator service	\$ 1,500
h.	Printing of reports, flyers, publicity, and other materials at City's printing shop	\$ 4,500
i.	Legal services in labor negotiations, contract reviews, document reviews, and legal opinions, and opinions and counseling at pre-requested AATA meetings.	<u>\$12,500</u>

Total Special Services: \$75,800

The fees for all of the above services include all costs of overhead; office space, secretarial services, materials, utilities, forms, machinery used, postage, telephones, reproduction and other ordinary expenses. They shall be paid in four equal quarterly installments.

For fiscal year 1975-1976 and thereafter, the parties agree that the list of included services and the amounts to be charged there-fore will be negotiated by the City Administrator and the Director of the AATA; such negotiations to be completed prior to February 1 of each year. The negotiated amounts shall be made a part of the annual budgets of the City and AATA.

5. FINANCIAL ACTIONS Receipt of revenues of the AATA are to be recorded by the City Treasurer and deposited directly into the AATA account, at a bank selected by the AATA. Receipts are to be annotated as to the source and nature thereof. The AATA is to receive a full accounting of receipts and disbursements, at least bi-weekly in formal fashion and more often as needed on an informal basis. All disbursements from the AATA are to be based on docu-mentation as invoices, purchase orders, time cards, or other sup-ported materials. Investments are to be made of temporarily excess funds by the City Controller in consultation with AATA officials.

6. BUDGET The AATA will submit to the City Council each year its proposed budget for the ensuing fiscal year. Council may submit its recommendations or comments in writing to the AATA within four weeks of receipt of the proposed budget by Council. The pro-posed budget should be submitted to the City Council by April 1 each year unless a change in dates is necessitated by federal or state requirements.

7. AUDIT The AATA shall cause to be prepared and submitted to the City Council and the general public the results of a yearly audit of its finances by a certified public accountant.

8. ASSETS - EQUIPMENT The City hereby transfers to the AATA title to transportation equipment heretofore purchased in the name of the City, which equipment consists of 16 buses and one van equipped for handicapped individuals.

9. PREVIOUS TRANSACTIONS In consideration of the mutual covenants contained herein including but not limited to the convey-ance of transportation equipment and the provision of past and

future services the parties agree that there remain no financial obligations between them arising out of past transactions and occurrences. All previous transfers of funds between the parties are hereby authorized and ratified. The only obligations which remain between the parties are those arising out of this agreement including the City's obligation to pay to the AATA funds received from the 1974-75 transportation millage levy in the manner herein provided. By this covenant neither party admits the position taken by the other in pending litigation, but it is the desire of the parties to render moot all such legal controversies.

10. MAJOR POLICY On major long-term decisions dealing with public policy actions of transportation services, whether or not they represent financial expenditures, the AATA will apprise City Council and solicit Council's advice prior to making the decision.

11. REPORTING To ensure that Council is kept apprised of the AATA's activities, the AATA will submit to Council at least quarterly a written report indicating its activities to include such key elements as levels of ridership, budget variances and other service level information.

12. GOOD RELATIONS Both the City and the AATA recognize and covenant their obligation as public bodies to exist harmoniously for the public good. Disputes or conflicting interpretations of this agreement are to be resolved amicably to the extent possible through discussions and negotiations by the two bodies with efficient and equitable service to the public being the uppermost objective of both.

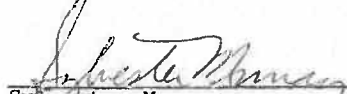
13. TERM This agreement shall remain in force until mutually terminated or amended.

14. PENDING LITIGATION The parties hereto agree to take the steps necessary to amend the pleadings in the pending litigation to reflect the existence of this agreement. AATA agrees that it will not assert any obligation to it by the City except in accordance with the terms hereof. The City agrees that it will withdraw

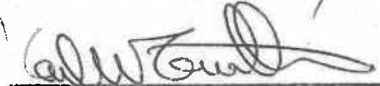
its counter-claim against the AATA and will not assert any obligation of the AATA to the City except in accordance with terms hereof.

Adopted this 30th day of September, 1974.

Approved as to substance and form



Sylvester Murray
City Administrator

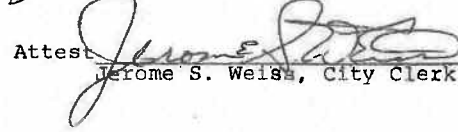


Karl Guenther
Director, AATA

CITY OF ANN ARBOR


By 

James E. Stephenson, Mayor

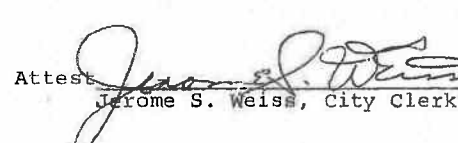
Attest 

Jerome S. Weiss, City Clerk

ANN ARBOR TRANSPORTATION AUTHORITY

By 

William D. Drake, Chairman

Attest 

Jerome S. Weiss, City Clerk