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File #:	14-1403	Version: 2	Name:	9/15/14 - Fuller Park Parking Lot Lease
Type:	Resolution		Status:	Passed
File created:	9/15/2014		In control:	City Council
On agenda:	9/15/2014		Final action:	9/15/2014
Enactment date:	9/15/2014		Enactment #:	R-14-323
Title:	Resolution for Lease of Fuller Park Parking Lot Land			
Sponsors:	Mike Anglin , Jack Eaton			

[History \(3\)](#) [Text](#)

Title
Resolution for Lease of Fuller Park Parking Lot Land

Body
Whereas, On August 18, 2014, Council delayed action on R14-1159 Resolution to Approve Fuller Park Parking Lot Land Lease with the University of Michigan;

Whereas, Council requested clarification of rates charged for use of Fuller Park for the purpose of parking automobiles;

Whereas, Council requested that PAC consider the context and priority of parks and recreation projects identified in the PROS Plan, including the Border to Border Trail, and

Whereas, Reference to potential use of Fuller Park for a transportation center remained a part of the lease language;

Resolved, That Resolution R14-1159 be returned to PAC for re-consideration of the value of the park land for parking;

Resolved, That PAC review PROS plan documentation for projects that are proximal to the area considered for lease for parking; and

Resolved, That PAC provide recommendations to Council by November 6, 2014 regarding lease rates, length of lease duration, and identify projects of concern to the Parks and Recreation system, within the Fuller Park area affected by the lease.

Sponsors: Councilmembers Eaton and Anglin

As Amended by Ann Arbor City Council on September 15, 2014

Attachments: PAC_-_LIBERTY_FEE_WAIVER.pdf, Resolution to Waive Park Fee.pdf

Postponed the discussion.

G2 [14-1111](#)

Feedback on Council Resolution #14-0959, Resolution to Improve Liberty Plaza

Attachments: Res 14-0959 Liberty Plaza Improvement.pdf, Proposed Amendment.pdf

Postponed the discussion.

H **NEW BUSINESS**

H1 [14-1112](#)

Resolution to Recommend Approval of Fuller Park Parking Lot Land Lease with the University of Michigan

Attachments: PAC - FULLER PARKING LEASE.pdf, Fuller Parking 2014Version.pdf, Exhibit A-1.pdf, Fuller Parking 2012Version.pdf

C. Smith provided background and responded to concerns brought up in Public Commentary.

Commission discussion of lease, with a focus on early termination clause and relation to potential train station. Commission proposed amending resolution to include language stating the lease neither commits PAC to support or oppose Lot A as a potential rail station.

C. Smith read the Resolution:

RESOLUTION TO RECOMMEND APPROVAL OF THE FULLER PARK PARKING LOT LAND LEASE WITH THE UNIVERSITY OF MICHIGAN

Whereas, On September 29, 1993, an agreement was entered into between the City of Ann Arbor and University of Michigan for the establishment and operation of a parking lot on City-owned property at Fuller Park, located south of Fuller Road;

Whereas, The parking lots north of Fuller Road have been leased to the University since 2009;

Whereas, The lease generates significant revenue for the Parks & Recreation General Fund;

Whereas, It is the desire of the City and the University to continue the lease arrangement;

Whereas, The term of the agreement shall be two years, with an option to administratively renew the lease for one additional two-year term; and

Whereas, This resolution does not commit PAC to support or oppose Lot A as a rail station;

RESOLVED, That the Park Advisory Commission recommends that City Council approve the Fuller Parking Lot Lease with the University of Michigan.

Approved as Amended

FULLER PARK PARKING LOT LAND LEASE

THIS LAND LEASE ("Lease") made and entered into this ____ day of _____, 2014, by and between **REGENTS OF THE UNIVERSITY OF MICHIGAN**, a Michigan constitutional corporation, whose address is 326 E. Hoover Street, Mail Stop B, Ann Arbor, Michigan 48109, Attention: Real Estate Office (the "University"), and the **CITY OF ANN ARBOR**, a Michigan municipal corporation, whose address is 301 E. Huron, Ann Arbor, Michigan 48107-867 (the "City").

PRELIMINARY STATEMENT

University proposes to use a portion of the land owned by City and currently used by City as a parking area for Fuller Park described in Exhibit A-1, attached hereto and made a part hereof by reference ("Property") for the purpose of using and operating the Property as a parking lot for University. University has applied to City for approval of its use of City-owned property for this purpose and the parties have negotiated in good faith the use of the Property.

City's lease of the Property and its retained rights under the lease for use of the Property as specified in Exhibit A are consistent with the use of the Property for public purposes.

NOW, THEREFORE, in consideration of the lease payments and mutual promises contained herein, receipt whereof is hereby severally acknowledged, University and City hereby confirm the terms and conditions upon which they individually and collectively will use and occupy the Property and their respective responsibilities for operation and maintenance of the Property as follows:

1. Duration/Rent. Subject to the conditions specified in Exhibit A, City will make the Property available upon the following terms and conditions:

(a) The term during which the Property will be made available (the "Term") will be for a period of two years, beginning on September 1, 2014 and terminating August 31, 2015, unless terminated earlier pursuant to the terms of this Lease.

University shall have the option to renew its Lease of the Property, or a portion thereof, on 90 days advance written notice to the Parks and Recreation Services Manager, for 1 successive 2-year period upon the same terms and conditions herein, if mutually agreed upon in writing. Such option to renew is on the condition that a renegotiated lease rental amount shall be agreed upon for the 2-year renewal period..

(b) During the Term, University shall pay to City rent annually in the amount specified for the rental period in Exhibit B attached and made a part of this Lease. This amount will be in effect and paid to City for the entire duration that the Property is used by University for parking purposes.

Rent shall be due and payable not later than the first day of September of each year during the original term or any successive renewal term of the Lease. If University fails to pay any amount it owes to City under this Lease when that amount is due, the amount shall be assessed a one-time late charge in the amount of 5 percent of the late rental payment amount and shall be subject to a service charge until it is paid at the lesser of the rate of 2 percent per month or the highest rate permitted by law.

(c) To the extent permitted by law, each party agrees to protect, defend and indemnify the other, its officers, agents, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the respective parties own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the respective party in connection with or in any way incident to or arising out of the occupancy, use, operations, performance or non-performance of work in connection with this Lease resulting in whole or in part from the negligent acts or omissions of the respective party, its officers, agents, and employees. This provision is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have including but not limited to governmental immunity. In the event of joint or concurrent negligence of University and City, each shall pay its own costs and expenses incurred in defending against the action and each shall pay that portion of the loss or expense that its share bears to the total negligence by a court of competent jurisdiction.

It is acknowledged that each party self-insures its general liability exposures through a permanently funded non-cancelable program. During the Term, each party will procure and maintain such insurance policies or self-insurance coverage as will protect itself from all claims for bodily injuries, death or property damage which may arise in connection with their respective use of the Property under the terms of this Lease. Each party agrees name the other as an "additional insured" on the policies with respect to any action taken in connection with uses or requirements stated in Exhibit A, but only to the extent of the negligence of the insured party. The respective parties shall be responsible to each other or the insurance companies insuring the respective parties for all costs resulting from both financially unsound insurance companies selected and their inadequate insurance coverage. If requested, a party shall furnish the requesting party with satisfactory certificates of self-insurance/insurance or a certified copy of the policy.

2. Conditions to Effectiveness. The commitment of City to lease the Property to University on the terms specified in Section 1 is subject to the satisfaction (or waiver in writing by City as to the Regents of the University of Michigan) of necessary approval of the lease and authorization of its execution by resolution of the governing bodies of City and the Regents of University of Michigan.

3. Default/Termination. The following will constitute events of default by University under this Lease:

(a) The failure by University to pay any rent within 30 days after the date for payment specified in Section 1(b); or

(b) The breach by University of any commitment under this Lease and the failure to remedy that breach within 30 days after the date that City delivers written notice identifying such breach and demanding such remedial action.

Upon the occurrence of an event of default, City, by further written notice to University, may terminate this Lease effective 30 days following the day of delivery of such notice. In such event, the obligation of City will terminate as of the effective date of such termination, University will remain liable to City for all rent accrued under this Lease

through the effective date of termination and any damages incurred by City as a result of such default.

This lease will terminate if, at any time prior to the termination by expiration (Section 1), default (Section 3) or early termination (Section 4), the parties mutually agree, in writing executed by an authorized official of the parties, to terminate the Lease.

4. Early Termination/ Transportation Use. City reserves the right to terminate this Lease for use of all or a portion of the site to facilitate public transportation with 12 months advance written notification to University. Termination under this provision will be automatically effective on the date specified in the notice and City shall have no further obligation to University under this Lease except that if the 12-month notice period occurs so as to cross annual payment periods (i.e. for example: notice period June-May/annual payment period September-August), University shall be entitled to a rebate of that portion of the annual payment applicable to the months after the termination date.

Upon initiating formal planning for construction of a new commuter rail station, relocating the Ann Arbor Amtrak intercity passenger station or developing a local connector service contemplating use of a part, or all, of Lot A, City shall notify University of such planning considerations. Notification shall be in writing and will include information regarding University input in City's planning process. City will work cooperatively with University while considering enhancing transportation service to this location. The planning process will assure both parties' interests are included in all considerations. It is recognized that provision of high capacity public mass transportation service to this site is intended to increase access and mobility resulting in a decrease in the need for surface parking by University. Notwithstanding the above, it is understood by the parties that participation by University in the planning process does not negate or otherwise impact City's right to terminate this Lease for the reason stated.

5. Assignment. University shall make no assignment under this Lease.

6. Binding Effect/No Third Party Benefits. This Lease is binding upon and shall inure to the benefit of the parties hereto. This Lease shall not be construed to create in any person or entity not a party, any right, claim, benefit or defense with respect to the parties, or in any party claiming by, through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Lease.

7. Notices. All notices permitted or required under this Lease shall be in writing and addressed to the parties at their addresses set forth above. Any such notice shall be sent by certified mail, return receipt requested, express overnight delivery requiring a signed delivery receipt, delivered personally or sent by facsimile. Any notice sent by certified mail, return receipt requested, will be deemed delivered on the third business day after mailing. Any notice sent by express overnight delivery will be deemed delivered on the following business day after delivering such notice to the carrier. Any notice given by personal delivery or by facsimile prior to 5:00 p.m. will be deemed delivered on the date of such delivery or, if 5:00 p.m. or later, on the next business day. Any notice which a party fails or refuses to accept will be deemed delivered on the date of such failure or refusal. The parties hereto may change their addresses for notice purposes by a notice sent in accordance with the provisions of this Lease, but no such address shall be a post office box.

8. Authority. The signatories on behalf of the parties hereto hereby represent and warrant to the other parties hereto that they are duly authorized to execute and deliver this Lease on behalf of such party and that this Lease is binding upon and enforceable against such party.

9. Applicable Law. This Lease shall be interpreted and construed in accordance with the laws of the State of Michigan.

10. Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute but one and the same Lease.

11. Amendments. No amendment, change or modification of any of the terms, provisions or conditions of this Lease will be effective unless made in writing and signed or initialed on behalf of the parties hereto by their duly authorized representatives.

12. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and prior to contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

REGENTS OF THE UNIVERSITY OF MICHIGAN
A Michigan constitutional corporation

By: _____
Timothy P. Slottow, Executive Vice President
and Chief Financial Officer

CITY OF ANN ARBOR
A Michigan municipal corporation

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, Clerk

APPROVED AS TO SUBSTANCE:

By: _____
Sumedh Bahl, Community Services Area
Administrator

By: _____
Steven D. Powers, City Administrator

APPROVED AS TO FORM:

By: _____
Stephen K. Postema, City Attorney

EXHIBIT A

Property

Property for purposes of this Lease shall mean the following parking areas delineated for illustrative purposes on the attached map, identified as Exhibit A-1, during the specified days and times and subject to the use restrictions identified below:

- I. **Lot A; South Parking Lot - 1504 Fuller Road:** City agrees to lease to University the entire South parking lot Monday through Friday from 4:00 am to 4:00 pm each day.
- II. **Lot B; North Pool Parking Lot (Paved Lot) – 1519 Fuller Road:** City agrees to lease to University the entire North Pool paved parking lot Monday through Friday from 6:00 am to 5:00 pm beginning the day after Labor Day and continuing through the Friday before Memorial Day, excluding holidays.
- III. **Lot C; North Pool Parking Lot (Unpaved Lot) – 1519 Fuller Road:** City agrees to lease to University the North Pool dirt parking lot Monday through Friday from 6:00 am to 5:00 pm, excluding holidays.

Property Use Restrictions

I. **Maintenance**

Lot A; South Parking Lot – University, at its own expense, shall provide all winter maintenance for snow and ice removal concerning the parking lot. City will pay for all other maintenance of the parking lot including, without limitation, asphalt repair and replacement and lighting costs.

Lots B & C; North Pool Parking Lots (Paved and Unpaved Lots) – City, at its own expense, shall provide all winter maintenance for snow and ice removal concerning the parking lots. City will pay for all other maintenance of the parking lots including, without limitation, asphalt repair and replacement and lighting costs. City will periodically inspect the unpaved lot for pedestrian hazards due to drainage issues and provide mitigation when possible. University will provide, if needed, and with prior approval by City, temporary lighting in the dirt portion of the parking lot. Temporary lighting shall not be provided earlier than 5:00 am and later than 6:00 pm Monday through Friday.

In April of each year, inspections of Lots B and C by City and University representatives shall be conducted to assess lot condition and to determine the required maintenance program and schedule for that year. Maintenance of Lot C will include one annual grading application as conditions allow. If additional maintenance on Lot C, other than one annual grading application, is performed by either City or University, there will be no change in the Lot C rental fee paid by or due from University. It shall be the option of University to provide additional surface grading on Lot C as deemed suitable; however, University shall not, under any circumstance, add new material to Lot C, without prior approval from the City. If the annual assessment identifies anything other than general maintenance requirements for Lot B, the University may at its option, and at its cost,

elect to perform the maintenance. No change in the Lot B rental fee paid by or due from the University will be made as a result of the University's maintenance activities.

The City Parks Manager or designee will work with City and University representatives to coordinate annual inspections, as well as other inspections as needed. If both parties are unable to coordinate a meeting in April or are unable to mutually agree upon a maintenance program and schedule for any reason, both parties shall accept the maintenance program and schedule currently in place until such time as a new maintenance program and schedule is mutually agreed upon.

The contact information for both City and University is as follows:

City

- Maintenance Issues – Field Operations Supervisor or designee
- Lease Issues – Parks and Recreation Manager or designee

University

- Maintenance Issues – Parking Maintenance Manager or Designee (Parking & Transportation Services)
- Lease Issues – Parking Customer Services Manager (Parking & Transportation Services)

If, during the term of this Agreement, renovations or repairs are required to any of the parking lots (Lots A, B or C), City shall use its best efforts to minimize the effect of such repairs or renovations upon the utilization of the parking lots by University. If, despite such best efforts, the utilization of some or all of the designated parking lot(s) must be temporarily suspended, University acknowledges and agrees that City will not be responsible for providing alternate parking arrangements for affected University users. City will provide University with 30 days minimum advance written notification of necessary repairs, unless it is determined by City that emergency repairs are required. University shall remain liable to City for all fees accrued under this Agreement during any on-going repairs or restoration unless otherwise waived in writing by the City. If City and University mutually agree that all or a portion of Lots A, B or C are unusable due to conditions other than scheduled ongoing repair or restoration, the City may, at its sole discretion, reimburse the University for parking rental fees for the impacted Lot paid by University. Such reimbursement, if the City determines one is to be provided, will be a pro-rated calculation based on the rental fee paid for Monday-Friday usage for the parking lot(s), or portion thereof, and determined to be unusable.

II. Security

Lot A; South Parking Lot – City and University will cooperate in providing police security and parking enforcement for this parking lot.

Lots B & C; North Pool Parking Lots (Paved and Unpaved Lots) - City and University will cooperate in providing police security and parking enforcement for these parking lots.

City Parks and Recreation Manager or designee will work with representatives of the Ann Arbor Police Services (AAPS) and University of Michigan Public Safety (UMDPS) to establish an appropriate policing procedure for all lots which shall be reviewed annually.

III. Signage

University will be responsible for providing and installing proper signage, at University's sole expense, for use of all lots. University shall have full authority as to the use of the leased spaces and may restrict the use of any space for University users. These restrictions will be added to existing signage and conveyed to City in writing prior to installation. University shall be responsible for obtaining any permits required for the installation of the signage.

City Use of Lot

- I. **Lot A; South Parking Lot** – Between 4:00 pm and 4:00 am Monday through Friday, the parking lot will be available for City use. The lot is available for City use on the weekends and holidays, 24 hours per day.
- II. **Lots B and C; North Pool Parking Lots (Paved and Unpaved Lots)**
 - A. Lot B (Paved Lot)
 1. Beginning the Saturday before Memorial Day and continuing through Labor Day, the parking lot will be available for City use 24 hours each day.
 2. Beginning the day after Labor Day and continuing through the Friday before Memorial Day, between 5:00 pm and 6:00 am Monday through Friday, the parking lot will be available for City use.
 3. Beginning the day after Labor Day and continuing through the Friday before Memorial Day, between 6:00 am and 5:00 pm Monday through Friday, University will not park in the northernmost row of parking spaces marked by signage as Park Use Only. Those spaces are available for City use.
 - B. Lot C (Unpaved Lot) - Monday through Friday from 6:00 am to 5:00 pm, excluding holidays, the parking lot will be available for use by University.

EXHIBIT B

Fee Schedule for Fuller Parking Lot Payments

DURATION	RENTAL FEE			TOTAL DUE
	LOT A – SOUTH	LOT B – NORTH, PAVED	LOT C – NORTH, DIRT	
Sept 1, 2014 – Aug 31, 2015	\$35,890	\$35,890	\$6,875	\$78,655
Sept 1, 2015 – Aug 31, 2016	\$35,890	\$35,890	\$6,875	\$78,655

Exhibit A-1: Fuller Park Parking Lots



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0 50 100 200
feet



Map available online:
<http://giswebserver@annarbor.org/webgis/representations/>

Map Legend



City of Ann Arbor Map Disclaimer Map date 10/24/14
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	Railroads
	Parcels

File



ST. JOSEPH MERCY HOSPITAL

326 NORTH INGALLS STREET • ANN ARBOR, MICHIGAN 48104 • 665-4141

April 3, 1972

Mr. George R. Owers,
Superintendent
Department of Parks and Recreation
City Hall, 100 N. Fifth Ave.,
Ann Arbor, Michigan 48108

Dear Mr. Owers:

This letter will confirm my telephone conversation with Mrs. Perry on March 30, 1972, regarding cancellation by St. Joseph Mercy Hospital, Ann Arbor, of the use of the City's pool/rink parking lot on Fuller Road for our employee parking. Termination date was March 31, 1972.

Inclosed is a final rent check in the amount of fifty dollars (\$50.00) to cover the last two weeks in March 1972.

Mr. Larry S. Anderson, Assistant Administrator, has asked that I express his appreciation for your cooperation in the parking arrangement this past winter.

Sincerely,

Bob Reinhart

Robert S. Reinhart,
Director of Communication
Services

RSR/ml

Inc: Check for \$50.00
cc: Larry S. Anderson, Assistant Administrator
Director of Accounting

deposited 5/9

Copy to letter

Dear Mr. Reinhart:

This acknowledges the receipt of your April 3 letter and the enclosed check. We were pleased to be of assistance in easing your parking problem. It is appreciated that all your employees have been insured that the pool/rink parking lot arrangement has been terminated. Where patient care is characterized for the St. Joseph Mercy...

RESOLUTION ESTABLISHING FEE
FULLER RECREATION AREA
PARKING LOT

WHEREAS, the parking lot at the Fuller Recreation area has a capacity of one hundred and sixty(160) cars; and

WHEREAS, the parking lot is consistently used by individuals for reasons other than recreational purposes during the Fall, Winter and Spring; and

WHEREAS, the parking lot has been painted and signed so as to allow the establishment of permit parking spaces during September through April as "paid parking" spaces, leaving forty-five(45) spaces for daytime park users; and

WHEREAS, the Parking Systems Division could manage and coordinate this permit parking lot area by collecting fees and providing enforcement,

NOW, THEREFORE, BE IT RESOLVED THAT the Fuller parking lot be designated, up to a maximum of one hundred and fifteen(115) spaces, as a permit parking area at a rate of \$15.00 per month for September through April each year with proceeds to be deposited into the Fuller Recreation Area revenue code 10-543800.

FURTHER, that the permit parking be designated for weekday use only and from 8:00 AM to 5:00 PM only. Permits would be available at normal sale outlets.

Parks and Recreation
November 3, 1980

APPROVED
BY COUNCIL

NOV 3 1980

E. F. VOLLBRECHT
CITY CLERK



MEMORANDUM

DATE: November 26, 1986

TO: City Administrator, Mayor and City Council

FROM: Ronald A. Olson, Superintendent of Parks and Recreation

SUBJECT: Fuller Park Parking Lot

Since Fuller Pool opened in 1967 parking has been a problem. With increased use of the pool, improvements to the soccer fields, and upgraded park amenities, the need for parking has increased. The existing lot of 126 spaces did not adequately meet parking needs. This Spring an additional 85 spaces were created in an over-flow gravel lot. The Park Planning Division completed the attached parking lot improvements plan in October. At the present time there is no funding available to upgrade the overflow lot to provide the 104 spaces. With the opening of the new University Hospitals, the problem was compounded. This Fall the use of these lots by University personnel led to destruction of park property and an unmanageable situation.

In November it became apparent we would need to supervise the lot or risk further impact to the area. The lots were being over used and there was wanton disregard by the users for following legal parking instructions. Handicap spaces were misused on a regular basis, the drives in and out of the lot were blocked, and the overflow lot was extended by those creating their own parking areas off the lot. Most importantly the park users were no longer able to park at Fuller.

The decision was made to take corrective action. On November 13-18, the attached flyer was placed on every car illegally parked in both lots. On November 20, 1986 we closed off the overflow lot. The primary reason for this action was to end the destruction of park land. The lot is not well defined and it was impossible to obtain compliance from those parking there. All cars illegally parked were ticketed and cars blocking the entrances or parked on park land were towed. NO cars legally parked were ever ticketed.

The Department of Parks and Recreation was in the process of developing an inexpensive paid permit plan. This would have allowed specific rules to govern parking and the ability to enforce reasonable use of the lot. Twenty spaces would have been set aside for park use only and

F-1 4

posted with a two hour limit. The other spaces would have been sold as permit parking. We then would have provided maintenance of the lot this Winter using the funds collected from permits. These funds would also have paid to re-sign the lot to reflect these changes. It is important to remember that the lot is not available to other than park users from Memorial Day to Labor Day. The lot would only be permit parking on Monday through Friday from 7:00 a.m. to 4:00 p.m. The rest of the time the parking is required for park users.

We have the following alternatives:

- 1) Provide the parking for free with the restrictions outlined in the Resolution (by Mr. Jernigan).
- 2) Proceed with the permit system and maintain and manage the lot.
- 3) Enter into an agreement with the University for the use of the lot. The lot could be provided in exchange for paving, marking, and upgrading both lots. This would provide a total of 230 spaces. (This idea has not been discussed with the U of M or the Park Advisory Commission.)

Regardless of how this is achieved the primary purpose of the lot is for Fuller Park users. Any decisions or agreements must reflect this need for providing parking for the pool, soccer, and any other passive or active park uses.

These alternatives should be reviewed and acted on by the Park Advisory Commission at their December 16th meeting. They should be permitted to make a recommendation as to the direction we should take on this matter and then forward that decision to Council for action.

If you have any questions concerning this issue, please contact my office.

RAO:CMC:dcs
attachment
cc: Department of Transportation
Police Department

RESOLUTION TO PROVIDE PARKING

AT FULLER PARK

File

*Approved
By m/c
12/22/86*

- WHEREAS,** the University of Michigan has opened their hospital facilities and has generated a need for increased parking;
- WHEREAS,** a 1000 space parking facility is being built on Glen Road which is to open by late Spring/early Summer of 1987;
- WHEREAS,** Fuller Park has a 126 car paved parking lot and a new unmarked gravel lot of approximately 85 spaces that are for park use activity such as soccer, swimming and other general purposes;
- WHEREAS,** the parking lot has been full each day with cars and illegal parking has occurred and that complaints from park users have been received because they have been prevented from parking in the lot;
- WHEREAS,** the Department of Parks and Recreation has notified lot users from November 13 - 18, 1986 to park in designated spaces or they would receive tickets and be subject to towing;

NOW THEREFORE, BE IT RESOLVED, that

1. Fuller parking lot spaces be rented to the public under a paid permit system to be initiated and managed by the Department of Parks and Recreation from October 1 to May 1, Monday thru Friday, 7:00 a.m. to 4:00 p.m., and after November 1, only, from 7:00 a.m. to 5:00 p.m.
2. That all revenues from permit sales will be deposited as Fuller Park revenues and the enforcement of the lot will be the responsibility of the Parking Enforcement Division.
3. That 20 designated spaces be saved for park users with a 3 hour time limit placed on them during the October 1 - May 1, period and that the entire lot will be available for park users only from May 2 thru September 30.
4. That the lot will be signed to reflect this policy.
5. That parking lot users must observe the existing Park Ordinance prohibiting parking in a City park lot from 10:00 p.m. to 6:00 a.m.

Amended by:
Park Advisory Commission
December 16, 1986

RATES

CURRENT U of M

\$130 yearly student permit
\$140 yearly staff permit

PROPOSED FULLER LOT

\$70 - October - April
\$35 - January - April

PLAN OF ACTION

Notices will be placed on all cars for 5 days prior to sale of permits.

Permits will be sold at Fuller Park, Mack Pool, and City Hall for one week prior to enforcement.

All permits will then be sold at the Department of Parks and Recreation, 5th Floor, City Hall.

The parking lot will be signed to reflect the new policy before enforcement occurs.

RON OLSON
File Fuller
CC: PAC
SEP 27 1990

MEMORANDUM

PARKS DEPARTMENT

TO: Mayor Gerald Jernigan

September 26, 1990

FROM: Del D. Borgsdorf
City Administrator

SUBJECT: **Establishment of Commuter Parking Lots Near Fuller Road**

In response to your September 18, 1990 memorandum I directed the Transportation and Parks and Recreation Departments to briefly evaluate the possibility of establishing a commuter type parking lot at the South side of Fuller Road across from Fuller pool and the soccer fields. Please be advised that the Parks and Recreation Commission contemplates the establishment of additional soccer fields in this area; soccer fields which would require a rather large area for vehicle parking. The daytime use of the parking facility could in fact be as a commuter lot serving either the University of Michigan hospital complex or downtown employment centers. Although it is doubtful that as many as 1,500 cars could be accommodated on this site, it is possible to achieve some relief to downtown parking congestion.

The Ann Arbor Transportation Plan also contemplates the establishment of multiple commuter lots at various locations in the community. The coordination of these commuter lots and the implementation of an effective transit shuttle system would be under the control of the Ann Arbor Transportation Authority. Mr. Valenta has spoken with Mr. Bolton of the Ann Arbor Transportation Authority regarding this possibility and the initial overtures were enthusiastically received. It remains to be seen how the funding for construction of such lots would be accomplished, however I am confident that the upcoming conclusion of the Ann Arbor Transportation Plan will address funding mechanisms.

Initially I would anticipate that the use of commuter parking facilities will not result in a windfall of cash into City coffers. This is because it will take time to educate the public into the availability and use of a transit shuttle system. Once the ridership of the shuttle increases and the occupancy of the commuter parking lots is at capacity, the City may desire to review revenue opportunities in order to augment various City funds.

I hope that this brief review is sufficient to indicate staffs continued interest in establishing solutions to downtown employee parking problems. I assume that the departments involved will keep close tabs on this issue and will report to the City Administrator any changes in philosophy or opportunity.

cc: James J. Valenta, Transportation Director
~~Ron Olson, Parks and Recreation Superintendent~~
Michael Bolton, Ann Arbor Transportation Authority Executive Director

JJV/fm:(FULLER)

RECEIVED

MAY 19 1993

MEMORANDUM

PARKS DEPARTMENT

TO: Ronald Olson, Superintendent
Parks and Recreation

FROM: Alfred A. Gatta, City Administrator

SUBJECT: University of Michigan
Cancer and Geriatrics Centers Project

DATE: May 19, 1993



Attached is a copy of the May 18, 1993 letter from Bill Krumm of the University proposing to use park space along Fuller Road for temporary parking during construction of the additions to the Cancer and Geriatrics Units.

A quick reading of Mr. Krumm's proposal indicates that the University is willing to provide the following in exchange for the temporary parking:

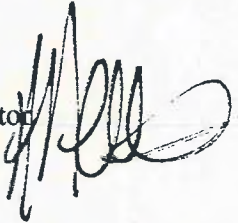
- \$70,000 for the construction of a temporary parking lot and curb cut;
- A payment to the City of \$2,000 per month for approximately 20 months, \$40,000, for temporary parking;
- Payment to the City from May 1995 to December 1995 of approximately \$11,000 per month, \$88,000, for medical staff parking;
- An option to continue the \$11,000 per month parking arrangement for medical staff for another 12 months, potentially, \$132,000.

Please review the proposal and discuss with me possible changes and the course of action process we can take should we move forward toward an agreement.

RB/jt/RNOLSN

MEMORANDUM

TO: Yvonne Carl, Acting City Clerk
Paul McCoy, Acting City Clerk

FROM: Alfred A. Gatta, City Administrator 

DATE: October 7, 1993

SUBJECT: Fuller Parking Lot and Oakway Road Easement Agreement

Attached for your records is the original executed copy of the agreement between the City of Ann Arbor and the University of Michigan for a joint use parking lot at Fuller Park and accepting a right-of-way for Fuller/Oakway realignment.

Copies are also being sent to cognizant departments.

AAG/aar

attachments

c: **Ron Olson, Parks and Recreation Superintendent**
William Wheeler, Public Services Director
Betty Schwartz, City Attorney

f:agmnt.um



CITY OF ANN ARBOR, MICHIGAN

100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48107

Phone (313) 994-2780

Parks and Recreation Department

September 7, 1993

Mayor and City Council
100 North Fifth Avenue
Ann Arbor, MI 48107

Dear Mayor and Council:

Attached for your review and action is an agreement between the City and the University of Michigan that will accomplish the following:

- 1) Achieve the relocated road right-of-way necessary for the Fuller - Oak Way road construction to save the trees; and,
- 2) To cooperatively construct and operate a mutually-needed parking lot in Fuller Park.

In May the Park Advisory Commission considered a proposal from the University of Michigan to jointly construct and use a parking lot in Fuller Park. During the discussion, the Commission unanimously recommended that the trees involved with the Fuller/Oak Way road right-of-way be preserved by moving the road. The Commission requested that the Fuller parking lot proposal and the Fuller/Oak Way right-of-way be tied together during negotiations between the City and the University of Michigan.

In late July the Commission reviewed and unanimously approved of a concept plan that is represented in detail by the attached agreement. The proposed parking lot in Fuller Park will be located on the South side of the park (see attached map) and will accommodate existing City park use overflow parking needs and provide parking space to accommodate users of an additional soccer field that is planned for the South side of the park. In exchange for the parking lot arrangement, the University will use the lot at times so as not to conflict with City park uses and the University will grant an easement of up to 4.31 acres to the City to accommodate moving the Fuller/Oak Way right-of-way to avoid the identified Burr Oak trees.

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SEP 7 1993

The Park Advisory Commission is pleased that the City staff were able to negotiate a cooperative solution that will mutually benefit the City and University.

Sincerely,



Bob Elton
Chair
Park Advisory Commission

Sincerely,



Alfred A. Gatta
City Administrator

BE:RAO:dcs
attachment

cc: Park Advisory Commission
Alfred A. Gatta, City Administrator
Ronald A. Olson, Superintendent of Parks and Recreation
William Wheeler, Director of Public Services

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R-405-9-93

**RESOLUTION TO APPROVE AN AGREEMENT WITH
THE UNIVERSITY OF MICHIGAN FOR A JOINT-USE PARKING LOT
AT FULLER PARK AND ACCEPTING RIGHT-OF-WAY FOR
THE FULLER/OAK WAY REALIGNMENT**

Whereas, The University of Michigan has proposed constructing and operating jointly a parking lot at Fuller Park;

Whereas, The Mayor, City Council and Park Advisory Commission finds the original Fuller/Oak Way road alignment to be unacceptable due to the removal of several landmark burr oak trees; and

Whereas, The University has agreed, in exchange for the joint-use parking lot plan, to enlarge the road easement up to 4.31 acres and to accommodate moving the Fuller/Oak Way road alignment sufficient to assure saving all the landmark burr oak trees;

RESOLVED, That the Mayor and City Council approve the proposed agreement between the City and the University of Michigan to construct a joint-use parking lot in Fuller Park and the University provide a relocated easement to accommodate the Fuller/Oak Way road realignment; and

RESOLVED, That the Mayor and City Council authorize the Mayor and City Clerk to sign the agreement substantially in the form on file with the City Clerk.

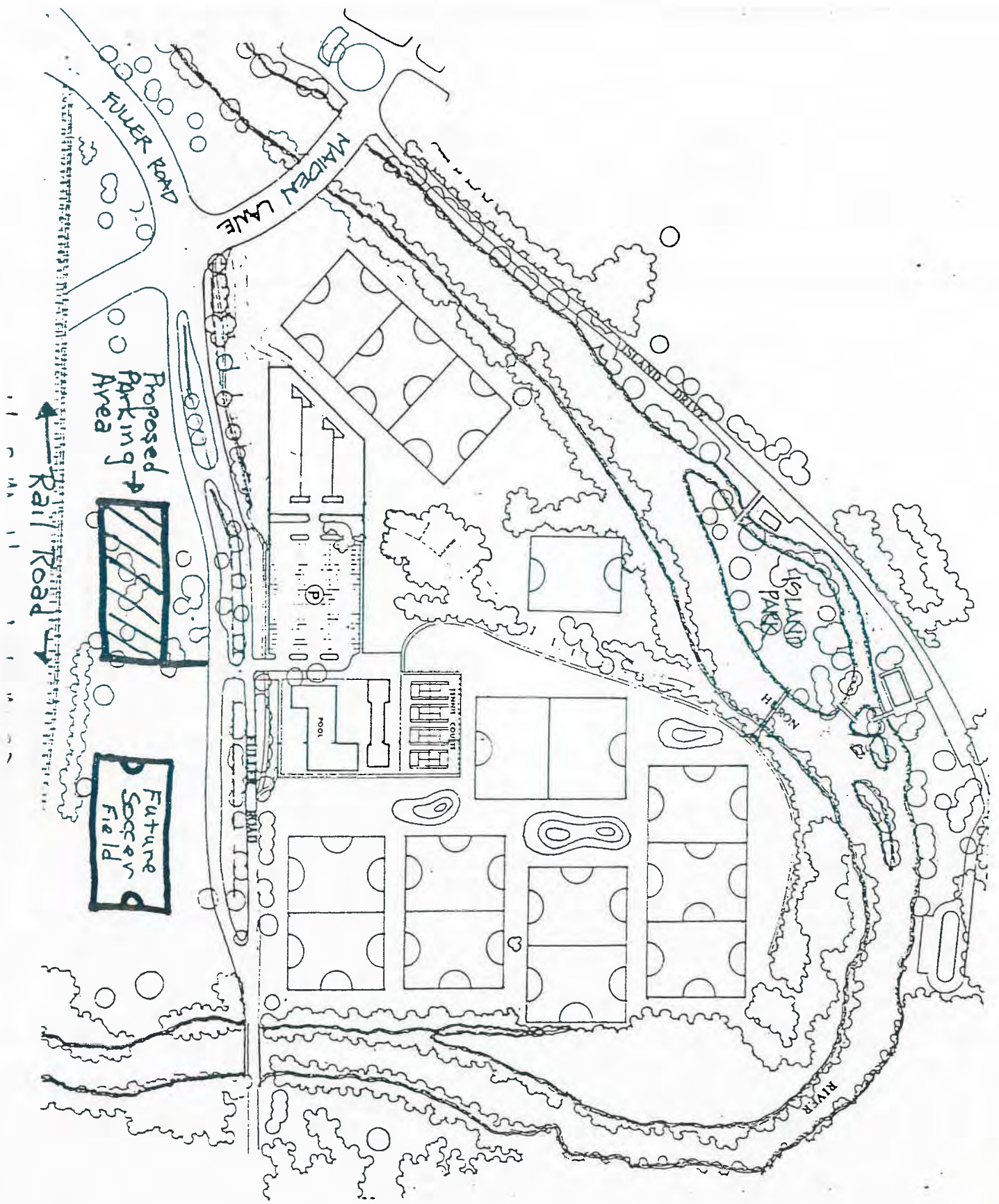
As Amended
9/7/93

**APPROVED
BY COUNCIL**

SEP 7 1993

W. NORTHCROSS
CITY CLERK

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**FULLER PARK PARKING LOT AND
OAKWAY ROAD EASEMENT AGREEMENT**

This Agreement is made between the **City of Ann Arbor ("City")**, a Michigan Municipal Corporation, and the **Regents of the University of Michigan ("University")**, a Michigan Constitutional Corporation, this 29 day of September, 1993. It provides for an agreement concerning the establishment and operation of a parking lot in Fuller Park and the agreement to convey certain University land to the City to provide for the relocation of Oakway Road.

The terms and conditions of this Agreement are as follows:

1. **Establishment of Parking Lot.** The City agrees to provide space for a 250 car parking lot on Fuller Field as described in the attached Exhibit A. At its own expense, the University agrees to design and construct a 250 space parking lot and curb cut design approved in writing by the City at a cost not to exceed \$375,000. This cost will include covering the parking lot spaces with asphalt.
2. **Lease of Parking Spaces.** The City agrees to lease to the University the entire parking lot Monday through Friday from 12:00 midnight to 4:00 p.m. and 10:00 p.m. to 12:00 midnight each day, for a period of 15 years. At the expiration of this 15 year period, the University shall have the option to renew its Lease for successive 5 year periods upon the same terms and conditions herein, if mutually agreed upon in writing. Such option to renew is on the condition that a renegotiated lot lease rental amount shall be agreed upon for each 5 year option following the initial 15 year lease period.
3. **Lease Rental.** The University agrees to pay the City a parking lot lease rental of \$25,000 per year during the first 5 years of the Agreement, payable in equal monthly installments on or before the first day of each month. This annual payment will increase by 7.5 percent at the beginning of every 5 year term during the initial lease period of 15 years, i.e., an annual amount of \$26,875 for years 6 through 10, and an annual amount of \$28,890 for years 11 through 15.

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4. City Use of Lot. Between 4:00 p.m. and 5:30 p.m. Monday through Friday, the University will vacate 100 spaces for City use. Between 5:30 p.m. and 10:00 p.m. Monday through Friday, the University will make an additional approximately 100 spaces available to total approximately 200 parking lot spaces available for City use. On Saturday and Sunday, the City shall have 24-hour use of all 250 spaces.

The City and the University will work cooperatively on adjusting the parking hour and day schedule as necessary to meet special program needs of either party.

5. Signage. The City and the University will jointly specify the signage of the lot as part of its design.
6. Maintenance. The University, at its own expense, shall provide all winter maintenance for snow and ice removal concerning the parking lot. The City will pay for all other maintenance of the parking lot including, without limitation, asphalt repair and replacement and lighting costs.
7. Security. The City and the University will cooperate in providing police security and parking enforcement for this parking lot.
8. Indemnification. The University shall indemnify and hold harmless the City and the City's employees concerning all claims, liabilities, judgments, costs and expenses, including court costs and attorneys fees, to the extent caused by the acts or omissions of the University or its employees under this Agreement.

The City shall indemnify and hold harmless the University and the University's employees concerning all claims, liabilities, judgments, costs and expenses, including court costs and attorneys fees, to the extent caused by the acts or omissions of the City or its employees under this Agreement.

9. Oakway Road Easement. Subject to Regental approval, the University agrees to move the Oakway Road easement to the east and provide and convey the easement to the City up to 4.31 acres for construction of the realigned roadway. The design of the new roadway easement must be coordinated with the written approval of the University so as not to impact the former University landfill located on Exhibit A or the integrity of the University's remediation plan concerning it.

10. Condition of Approval. Both the City and the University agree that this Agreement shall not take effect unless and until the City is granted written design approval for the realigned Oakway Road easement by the University, and the easement is approved by the University's Board of Regents and is conveyed to the City by the University.

CITY OF ANN ARBOR,
a Michigan Municipal
Corporation

REGENTS OF THE UNIVERSITY OF
MICHIGAN, a Michigan Constitu-
tional Corporation

By: Ingrid B. Sheldon
Ingrid B. Sheldon, Mayor

By: William B. Krumm
William B. Krumm, Associate
Vice President for Business
Operations

By: Winifred W. Northerness
Winifred W. Northerness, *Winn Carl*
City Clerk

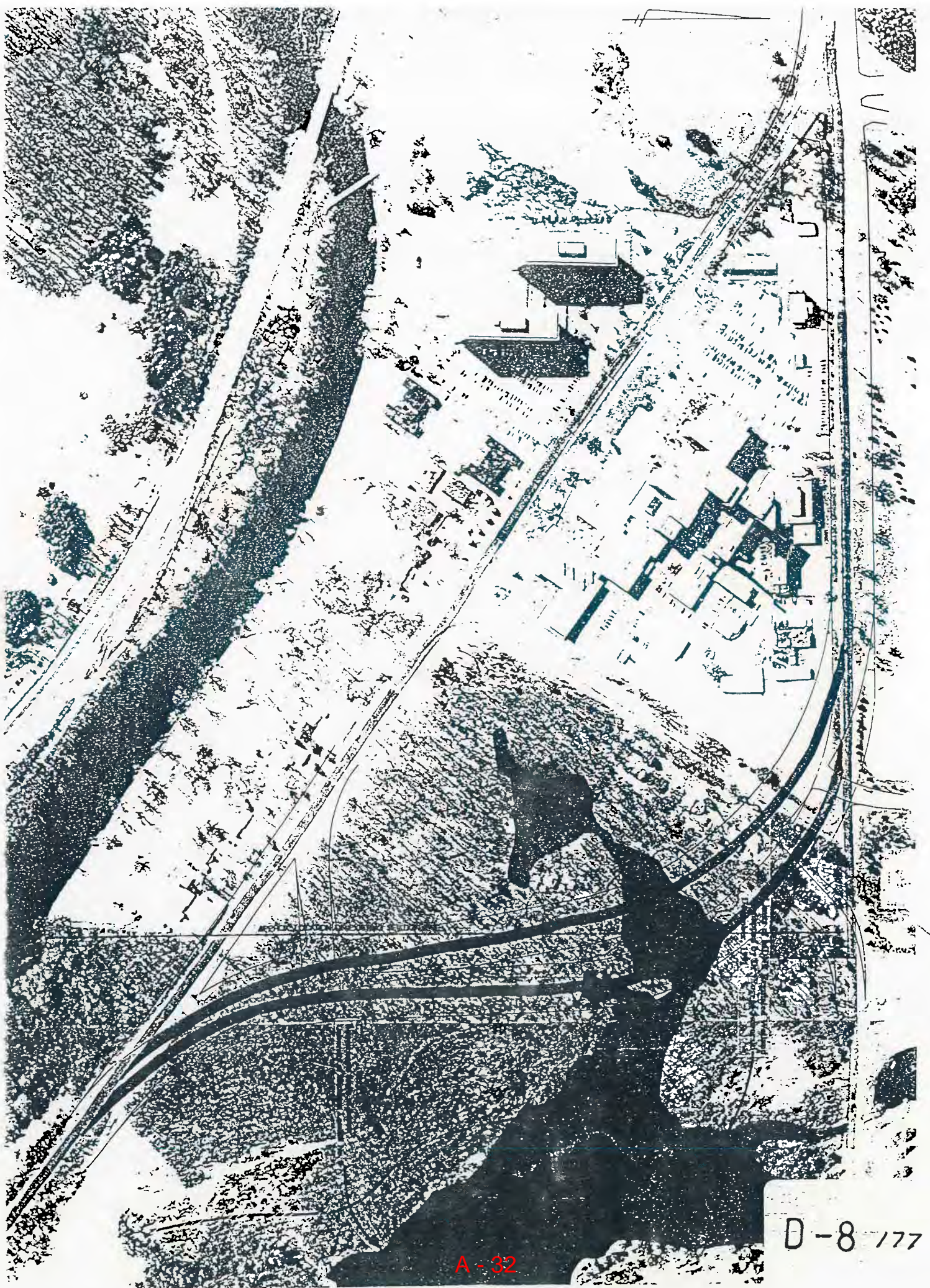
Fuller Park Parking Lot Agreement
Approved as to Substance:

By: Alfred A. Gatta 7/23/93
Alfred A. Gatta, City
Administrator

By: Ronald A. Olson
Ronald A. Olson, Superin-
tendant Parks & Recreation

Fuller Park Parking Lot Agreement
Approved as to Form:

By: Elizabeth R. Schwartz
Elizabeth R. Schwartz, City
Attorney



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