

**Ann Arbor City Council Regular Session: November 17, 2014**  
**Email Redactions List Pursuant to Council Resolution R-09-386**

	A	B	C	D	E	F	G
1	<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>
2	8:48 PM		City Council Members, Steve Powers, Stephen Postema	Jacqueline Beaudry	Anissa Bowden		
3	8:49 PM		City Council Members	Steve Powers	Jacqueline Beaudry, Stephen Postema		
4	8:52 PM		City Council Members, Steve Powers, Stephen Postema	Jacqueline Beaudry	Anissa Bowden, Tom Crawford, Ryan Gilbert		
5	9:23 PM		Jacqueline Beaudry, City Council Members	Chuck Warpehoski			

## Alexa, Jennifer

---

**From:** Beaudry, Jacqueline  
**Sent:** Monday, November 17, 2014 8:48 PM  
**To:** \*City Council Members (All); Powers, Steve; Postema, Stephen  
**Cc:** Bowden (King), Anissa  
**Subject:** Proposed amendments to DS-1  
**Attachments:** Proposed amendment to DS-1 Fuller Park.docx

Attached is the proposed amendment.

### **Jacqueline Beaudry, City Clerk**

Ann Arbor City Clerk's Office | Guy C. Larcom City Hall | 301 E. Huron, 2nd Floor · Ann Arbor · MI · 48104  
734.794.6140 (O) · 734.994.8296 (F) |  
[jbeaudry@a2gov.org](mailto:jbeaudry@a2gov.org) | [www.a2gov.org](http://www.a2gov.org)



Think Green! Please don't print this e-mail unless absolutely necessary.

**Proposed amendment to resolution DS-1**

Resolution to Approve Fuller Park Parking Lot Land Lease with the University of Michigan (8 Votes Required)

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 Park Advisory Commission recommended approval of this lease at their July 15th, 2014 meeting; and

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

RESOLVED, That City Council approve the Fuller Park Parking Lot Land Lease for use by The University of Michigan for parking in Fuller Park; ~~and~~

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute the lease agreement after approval as to substance by the City Administrator and approval as to form by the City Attorney; and

RESOLVED, That the City Council directs the City Administrator to devise a plan for parking enforcement for the Fuller Road parking lots for hours when the lots are not in use for park purposes or available under the terms of parking lot lease.

**Proposed amendment to contract**

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~~ one years, beginning on September 1, 2014 and terminating August 31, 2016, 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~~ one-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~~ one-year renewal period.

~~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. Either party may terminate this lease with 6 months advance written notice to the other party. The termination will become effective at the end of the month 6 months after the notice of termination. The University will remain liable to City for all rent accrued under this Lease through the effective date of termination.~~

~~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.~~

**Alexa, Jennifer**

---

**From:** Powers, Steve  
**Sent:** Monday, November 17, 2014 8:49 PM  
**To:** \*City Council Members (All)  
**Cc:** Beaudry, Jacqueline; Postema, Stephen  
**Subject:** FW: Fuller Parking lease = DS-1  
**Attachments:** Proposed amendment to resolution.pdf

---

**From:** Eaton, Jack  
**Sent:** Sunday, November 16, 2014 11:01 AM  
**To:** Powers, Steve  
**Cc:** Anglin, Mike; Kailasapathy, Sumi; Kosteve, Jim  
**Subject:** Fuller Parking lease = DS-1

Steve,

The attached document includes the amendments to the Fuller Road lease resolution, DS-1, and lease. I wanted to provide you with an advanced notice of my intended actions to allow you to review them before they are presented at the meeting.

Best wishes,  
Jack

Jack Eaton  
Ward 4 City Council Member  
734-662-6083

**Email messages to me regarding matters related to  
City Council business are subject to public disclosure  
under the Michigan Freedom of Information Act.**

**Proposed amendment to resolution DS-1**

Resolution to Approve Fuller Park Parking Lot Land Lease with the University of Michigan (8 Votes Required)

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 Park Advisory Commission recommended approval of this lease at their July 15th, 2014 meeting; and

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

RESOLVED, That City Council approve the Fuller Park Parking Lot Land Lease for use by The University of Michigan for parking in Fuller Park; ~~and~~

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute the lease agreement after approval as to substance by the City Administrator and approval as to form by the City Attorney-  
,and

RESOLVED, That the City Council directs the City Administrator to devise a plan for parking enforcement for the Fuller Road parking lots for hours when the lots are not in use for park purposes or available under the terms of parking lot lease.

**Proposed amendment to contract**

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~~ one years, beginning on September 1, 2014 and terminating August 31, 2016, 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~~ one-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~~ one-year renewal period.

~~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. Either party may terminate this lease with 6 months advance written notice to the other party. The termination will become effective at the end of the month 6 months after the notice of termination. The University will remain liable to City for all rent accrued under this Lease through the effective date of termination.~~

~~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.~~

## Alexa, Jennifer

---

**From:** Beaudry, Jacqueline  
**Sent:** Monday, November 17, 2014 8:52 PM  
**To:** \*City Council Members (All); Powers, Steve; Postema, Stephen  
**Cc:** Bowden (King), Anissa; Crawford, Tom; Gilbert, Ryan  
**Subject:** DC-2  
**Attachments:** DC-2REVISED.pdf

DC-2 is in the packet and on the web, but a Legistar software error resulted in the omission from the final printed agenda. My apologies. Here is the file and the title.

**Resolution Authorizing the City Administrator to Allocate up to \$89,318.00 for the 2014-15 Winter Emergency Shelter and Warming Center Response (8 Votes Required)**

**Jacqueline Beaudry, City Clerk**

Ann Arbor City Clerk's Office | Guy C. Larcom City Hall | 301 E. Huron, 2nd Floor · Ann Arbor · MI · 48104  
734.794.6140 (O) · 734.994.8296 (F) |  
[jbeaudry@a2gov.org](mailto:jbeaudry@a2gov.org) | [www.a2gov.org](http://www.a2gov.org)



Think Green! Please don't print this e-mail unless absolutely necessary.





## City of Ann Arbor

301 E. Huron St.  
Ann Arbor, MI 48104  
<http://a2gov.legistar.com/Calendar.aspx>

### Text File

File Number: 14-1613

---

**Agenda #** DC-2

**Introduced:** 11/17/2014

**Version:** 2

**Current Status:** Introduced from Council

**Matter Type:** Resolution

Resolution Authorizing the City Administrator to Allocate up to \$89,318.00 for the 2014-15 Winter Emergency Shelter and Warming Center Response **(8 Votes Required)**

Resolution Authorizing the City Administrator to Allocate up to \$89,318.00 for the 2014-15 Winter Emergency Shelter and Warming Center Response **(8 Votes Required)**

Whereas, The 2013-14 winter season was particularly brutal for Washtenaw County residents - and no more so for those most vulnerable residents struggling with homelessness;

Whereas, The local sheltering system was stretched beyond capacity to accommodate the overwhelming demand for safe, warm space during the near-constant emergency weather conditions;

Whereas, The Office of Community & Economic Development - on behalf of the City of Ann Arbor, Washtenaw County, and the local Continuum of Care Board - and the Washtenaw Housing Alliance convened a Winter Emergency Shelter/Warming Center Response work group in the fall of 2014;

Whereas, The workgroup proceeded to review the scope of the problem, surface and evaluate a set of possible solutions, and explore a variety of community partnerships and funding sources;

Whereas; The recommendations include funding the Shelter Association of Washtenaw County to support up to 50 additional spaces in a rotating, overnight warming center for the months of January 2015 to March 2015 to be housed in three local churches each hosting one month;

Whereas, The recommendations also include funding the Shelter Association of Washtenaw County to support a consistent, daytime warming center from November 2014 through March 2015 to be housed in its Delonis Center unless local churches are identified to host the daytime warming center as well;

Whereas, The recommendations also include funding Community Support & Treatment Services to support a 10% increase in funding available for emergency hotel and motel vouchers for the most vulnerable homeless residents on extreme weather days;

Whereas, These recommendations in total will cost no more than \$178,636.00; and

Whereas, It is requested that the City and the County each commit to providing up to 50% of the total cost for the recommendations;

RESOLVED, City Council hereby amends the FY2015 General Fund budget to increase non-departmental expenditures by \$89,318.00 to be funded by the General Fund fund balance and appropriates this funding for the purpose of supporting the 2014-15 winter emergency shelter and warming center response; and

*File Number: 14-1613*

---

RESOLVED, That this hereby authorizes the City Administrator to sign the delegate contracts upon review and approval of the City Attorney, to be filed with the County Clerk.

Sponsored by: Councilmembers Briere, Lumm, Taylor, and Warpehoski

Alexa, Jennifer

---

**From:** Warpehoski, Chuck  
**Sent:** Monday, November 17, 2014 9:23 PM  
**To:** Beaudry, Jacqueline; \*City Council Members (All)  
**Subject:** amendment to the amendment

- Whereas, The term of the agreement shall be one year, with an option to administratively renew the lease for one **THREE** additional one-year termS
- 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 **\*3\*** successive one-year periodS upon the same terms and conditions herein, if mutually agreed upon in writing.

\_\_\_\_\_  
Chuck Warpehoski  
Ann Arbor City Council, Ward 5  
[cwarpehoski@a2gov.org](mailto:cwarpehoski@a2gov.org)  
c: 734-972-8304