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TO: Mayor and Council

FROM: Howard S. Lazarus, City Administrator

CC: Tom Crawford, CFO  
Derek Delacourt, Community Services Area Administrator  
Craig Hupy, Public Services Area Administrator  
Nick Hutchinson, City Engineer  
Matt Kulhanek, Fleet and Facilities Manager  
Colin Smith, Parks and Recreation Manager  
Brian Steglitz, Water Treatment Plant Manager  
Missy Stults, Sustainability and Innovations Manager

SUBJECT: Council Agenda Responses

DATE: October 15, 2018

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**CA-2 – Resolution to Accept an Easement for Storm Sewers at 2285 Chaucer Court from Justin L. Bennett and Jennifer A. Bennett (\$26,500.00) (8 Votes Required)**

**Question:** Regarding CA-2, can you please explain how the amount being paid for the easement (\$26,500) is determined? (Councilmember Lumm)

**Response:** The amount is determined by the appraisal.

**CA-5 – Resolution to Approve the Fuller Park Parking Lot Land Lease with the University of Michigan (8 Votes Required)**

**Question:** Regarding CA-5, I recognize the lease amount is being increased by 3%, but are there any other substantive or operational changes to the agreement? (Councilmember Lumm)

**Response:** There are no other substantive changes to the agreement. Language in the agreement has been updated by the City Attorney's Office to reflect the length of the

agreement is for one-year. The expiring lease contains a provision that required 12-months' notice if the City wanted to terminate the lease but it also provided that the lease would only last 12 months, so it was unclear what effect that 12-month requirement had. To avoid confusion, the "early termination" provision was removed and now the lease simply lasts for 12 months. Language regarding termination of the lease by default or mutual agreement remains the same.

**Question:** Also on CA-5, when this came up a year ago I asked if there had been any significant renovations or re-surfacing of Lot A and whether the UM had contributed. The response was there had been no significant improvements in the 25 years since the Lot A lease began. What is the condition of the lot and typically how often are parking lots re-surfaced? (Councilmember Lumm)

**Response:** The lot is in average shape. There are no imminent plans to perform capital repairs or replacement. Typically lots are replaced every 20 – 25 years but each site is unique. Lot A is in average shape. Should capital renovation need to occur in the future cost sharing would be discussed with the University of Michigan.

**Question:** Q1. Is proposed Lot A (paved) rent of \$14.34/month per space for 12 months fair market rent? (Councilmember Bannister)

**Response:** The following information is provided in response Questions 1, 2, and 3:

The current lease model began comparative analyses of parking rates was performed in 2009. Since 2009 rental rate increases have been based off of an annual percentage increase, generally 3%. In ten years the rates have increased from \$69,522 to \$91,502.

Staff have compared the current rental rates to the amount the University charges its users for a yellow permit, which is the designated level of the Fuller parking lots. An annual yellow parking permit costs \$165. That amount multiplied by the amount of parking spaces available (485) results in \$80,025. Understanding that the University does not have exclusive 24 hour access to these parking spots, but rather rent them for 31% of the total rentable time (or 62% if the lots are viewed as a 12-hour commodity), an annual payment in excess of \$90,000 appears defensible and reasonable. A 2014 memo is attached for reference.

**Question:** 2. Is proposed Lot B (paved) rent of \$32.88/month per space for 6 months fair market rent? (Councilmember Bannister)

**Response:** Please see above.

**Question:** 3. Is proposed average rent \$16.78/month per space based upon current conditions? (Councilmember Bannister)

**Response:** Please see above.

**Question:** 4. Did City of Ann Arbor obtain an independent appraisal to determine the market rent? (Councilmember Bannister)

**Response:** No.

**Question:** 5. What is the fair market rent for Lot A (12 month rental), Lots B & C (Excl. April-Sept)? (Lot C is dirt) (Councilmember Bannister)

**Response:** The City did not obtain an independent appraisal so cannot respond to what “fair market rent” is.

**Question:** 6. Does Council need more support for the fair market rent? Please respond to attached report from John Rasmussen with FRG. (Councilmember Bannister)

**Response:** The report from FRG is a single opinion that does not consider the overall use of the lot and reciprocal arrangements with the University. However, if Council determines more support is necessary to make a decision, staff recommends that the proposed agreement be approved with direction that an outside evaluation be prepared prior to the annual renewal in 2019. Staff can then solicit an outside entity using a process compliant with the City’s procurement rules.

**CA-10 - Resolution to Approve the Purchase of the ONSSI Maintenance and Support from Washtenaw County through the Interagency Agreement for Collaborative Technology and Services “Schedule 25 Video Surveillance System (ONSSI System) Licensing” and Appropriate the Necessary Funds (\$35,856.82) (8 Votes Required)**

**Question:** Where are the cameras currently installed? Are there plans to install cameras in new locations? (Councilmember Grand)

**Response:** This resolution is only for the maintenance and licensing of the software that control existing cameras. No new cameras are planned as part of this resolution. The city has over 200 cameras currently installed at numerous city locations.

**Question:** The resolution says: “with remaining amount to be appropriated from the Information Technology Fund Balance”. How much is in the IT Fund Balance and is this account separate from the General Fund or General Fund Reserve Fund? (Councilmember Eaton)

**Response:** As of 6/30/18 the unaudited IT Fund Balance is \$4.3 million. This is comprised of \$0.6 million invested in fixed assets, \$2.3 million reserved primarily for replacement of existing technology, and \$1.4 million as an operating reserve (20% of budgeted expenditures). IT is in its own fund and is not in the General Fund.

**Question:** Please briefly describe where the City's video surveillance system is deployed. (Councilmember Eaton)

**Response:** The City has more than 200 cameras deployed to numerous city locations for the purpose of security. Locations with larger deployments include: City Hall-Larcom, Justice Center, Courts, Housing Commission locations, Water Treatment Plant, Waste Water Treatment Plant, Wheeler, Fire Stations, Police, and Parks.

**CA-12 – Resolution to Approve Amendment No. 3 to the Professional Services Agreement with URS Corporation Great Lakes Inc., for the Ann Arbor Station Environmental Review (\$99,022.00)**

**Question:** I have a few questions on CA-12 and a request -- could you please include staff's October 3<sup>rd</sup> responses to my September 12<sup>th</sup> train station questions in the published response this afternoon – thanks. (Councilmember Lumm)

**Response:** Staff's October 3, 2018 responses to your September 12th Ann Arbor Station - related questions are below:

**Q1.** In addition to that information, please provide the following detail of total actual costs to date (both paid and incurred/committed) for the Ann Arbor Station (Major Grant OOMG-073-0263):

**Response:**

**ANN ARBOR STATION PROJECT (00MG-073-0263)**

<b>EA Phase</b>	<b>Funded by Grant</b>	<b>Funded by Local Dollars</b>	<b>Committed/Estimated Local Dollars</b>	<b>Total</b>
Paid to Consultants	1,088,700	-	116,982	1,205,682
City Staff Time	98,820	26,980	10,978	136,778
other	93	764	33	890
<b>Total EA</b>	<b>1,187,613</b>	<b>27,744</b>	<b>127,993</b>	<b>1,343,350</b>
<b>PE Phase</b>	<b>Funded by Grant</b>	<b>Funded by Local Dollars</b>	<b>Committed/Estimated</b>	<b>Total</b>
Paid to Consultants	258,457	447,876	258,478	964,811
City Staff Time	15,884	15,410	20,000	51,294
other		153	51	204
<b>Total PE</b>	<b>274,341</b>	<b>463,439</b>	<b>278,529</b>	<b>1,016,309</b>
<b>Combined EA &amp; PE</b>	<b>Funded by Grant</b>	<b>Funded by Local Dollars</b>	<b>Committed/Estimated</b>	<b>Total</b>
Paid to Consultants	1,347,157	447,876	375,460	2,170,493
City Staff Time	114,704	42,390	30,978	188,072
other	93	917	84	1,094
<b>Total EA/PE</b>	<b>1,461,954</b>	<b>491,183</b>	<b>406,522</b>	<b>2,359,659</b>

Estimates for staff hours are through 12/31/18 and presume the FRA does not require major change to the PE work submitted.

The grant provided for an 80/20 federal/local match; however, in order to meet the grant expenditure deadline, the FRA instituted a tapered match, which meant that FRA reimbursed City expenditures at 100% federal funds for a period of time, with the understanding that the reimbursement would cease at the deadline and that only local funds would be expended going forward. In order to meet all grant requirements, the City is required to make at least a 20% match of the federal funds reimbursed (\$1,461,953.74); as well as complete both the E/A and P/E. This is likely to result in a local match that approaches 60% of the Federal Funds received.

**Q2.** By my calculations, the local dollar budget for the EA/PE studies (OOMG-073-0263) is \$770,800 including the original \$550,000 in October 2012, and additional \$151,600 in January 2017, and the \$69,200 funded from Administrator’s Contingency in April 2018. Can you please confirm if that is correct, and if not, please provide the detail on the difference?

**Response:** The current local dollar budget for the EA/PE studies in the Ann Arbor Station project budget (00MG-073-0263) is \$814,109.00 as itemized below:

Original Budget	550,000.00
FY 2013 Adopted Budget Allocation	43,309.00
January 2017 Allocation	151,600.00
April 2018 Allocation	69,200.00
	814,109.00

An additional Budget Allocation of \$110,000.00 is on Council’s Agenda for consideration on October 15, 2018 bringing the local dollar budget to \$924,109.00

**Q3.** In terms of the total local dollars actually spent on train studies, there were costs incurred prior to 2012 under the Fuller Intermodal Transportation Station (FITS) project budget. The Agenda Response memo of January 17, 2017 indicated that \$639,990 in local dollars was expended under FITS including \$173,303 of staff time. Can you please confirm that amount was accurate and that the costs under the new project budget (OOMG-073-0263) are additive to that \$639,990?

**Response:** Correct, the amount of local dollars spent on the Fuller Intermodal Transportation Station (FITS) project budget (9851) was \$639,990 and are additive.

**Q4.** Previously, it was indicated that the five-year federal grant funding expired in 2017 and that all the costs incurred after that would need to be paid with local funds. Can you please confirm if/when federal reimbursement ceased? Also, have we have requested a continuation of federal reimbursement and if so, what is the status of that request?

**Response:** The funding for the federal share of the agreement were ARRA funds, sunset by Federal Law last year. The overarching agreement, with no Federal funds, was recently extended through the end of Federal fiscal year 2019. Working through MDOT we have received a “No Cost” time extension to continue our efforts under the agreement until Sept 2019. This additional time allows the City to address the FRA’s comments on

the EA work products. As there is no Federal funding available, we have not requested a continuation of federal funding as ARRA funds, which paid for this work, expired at the end of federal fiscal year 17. The additional time allows the City to complete the work products defined in the Agreement.

**Q5.** In terms of consultant costs, on June 5, 2017, Council approved amendment No. 2 with URS Corporation Great Lakes which brought the URS total to \$1,088,700. The contract amount approved January 17, 2017 for Neumann Smith was \$2,135,311. What are the actual payments to date under both of these contracts as well as the outstanding commitments as of now for work done, but not yet paid? Also, has Neumann Smith done any EA-related work, and if so how much and was that included in the scope of work of their contract?

**Response:** URS/AECOM payments to-date are \$971,459.86. No outstanding commitments for work already completed currently exist; however, we are seeking amendment No. 3 to the existing agreement for an additional \$99,022.00 bringing the URS/AECOM contract total to \$1,187,722.

Neumann-Smith payments to-date: \$706,333.39 (this is for work performed through the end of August 2018). Neumann-Smith continues to work on the preliminary engineering portion of the project to complete the required work products and submit them to FRA by the end of September 2018. Once the work products are received by FRA, we expect them to review and request revisions to the work products as is their custom. Once we receive their comments, we will decide how best to address them and, most probably, ask Neumann-Smith to revise the work products as needed. At this writing, we are assuming to expend the balance, \$258,478, of the revised Neumann-Smith contract.

Neumann-Smith did not perform any work for the EA for the Ann Arbor Station Project.

**Q6.** What is your current forecast for the total costs to complete EA and PE and how much of that will ultimately be funded by local dollars?

**Response:** As indicated in the table in response to Q1:

Estimated EA Phase	1,343,350
Estimated EA Phase Local Share	155,737
Estimated PE Phase	1,016,309
Estimated PE Phase Local Share	741,968

**Q7.** In the Administrator’s Report of September 4<sup>th</sup>, the August report to the Transportation Commission was attached which included an update on the Ann Arbor Station. In that update, it referenced the archeological investigation stating that “Preliminary shovel testing has been completed. Mechanical stripping will occur the

week of August 13-17, weather permitting.” What is the status of the archeological investigation and if it’s complete, were any issues identified?

**Response:** The archaeological investigation has been completed. Staff is awaiting the final report. Preliminary reporting indicated a few artifacts were uncovered, but none with historic significance.

**Q8.** Is the archeological investigation the only remaining open item on the EA? If so, when is it anticipated the FRA will grant the final Finding of No Significant Impact (FONSI)? If not, please elaborate on the remaining open issues and plans to resolve them?

**Response:** The archaeological inventory is not the only remaining open item. FRA has requested a revision to the EA incorporating public comments and responses to comments as a chapter in a revised document. Additionally, FRA indicated there are technical elements in the prior EA that need to be revised prior to the FRA issuing a FONSI.

The projected schedule calls for a revised EA this winter including an additional opportunity for public review. Once that public review is completed, the FRA can proceed with making a determination or finding. Along with the FRA determination is their Section 4(f) de minimis determination. Section 4(f) is related to the use of the parking area in Fuller Park. Given the remaining work, the estimated date for a FONSI is summer 2019.

**Q9.** The 2012 Council resolution stipulated that construction of the station would be put to a vote at or before the completion of final design. When is it anticipated that PE will be completed and the final design phase begin?

**Response:** The PE is anticipated to be completed this year and the EA by mid-2019. The earliest final design phase is anticipated to begin in calendar year 2020, pending availability of funding.

**Q10.** As I recall, the EA and PE studies (and the size of the station and associated parking) were based on ridership projections of about 950,000 annual boardings with actual ridership today in the 150,000 range. Can you please confirm if that’s correct and also please provide updated ridership numbers?

**Response:** Yes, the above numbers are generally accurate.

**Q1.** Based on staff’s October 3<sup>rd</sup> response to my questions, this request would represent the fourth time we’ve increased local dollar spending for EA/PE

- Original local dollar budget = \$550K
- Increase #1 (FY13 budget) = \$43K
- Increase #2 (January 2017) = \$152K
- Increase #3 = \$69K

- Increase #4 = \$110K

The original \$550K local tax dollar budget for EA/PE has now grown by about 70% to \$925K. Given that experience, what degree of confidence do we have that this will be the last increase? (Councilmember Lumm)

**Response:** Staff and our contractor have received clear direction from FRA regarding the remaining steps to complete the EA. In order to assure complete and full understanding moving forward, the AECOM team has assigned a Washington-based staff member, with a close working relationship with key FRA staff, to assure the materials drafted are acceptable to the FRA. This provides staff with a high level of confidence.

**Question:** Q2. Can you please confirm that this \$925K in local dollar spending is in addition to the \$640K local dollar spending on the Fuller Intermodal (FITS) study with UM about 10 years ago and that the total local tax dollar spending on train station studies is over \$1.5M? (Councilmember Lumm)

**Response:** Correct.

**Question:** Q3. Can you also please confirm that the present projection is that local tax dollars will be paying for 38% of the EA/PE costs (not the 20% that had been anticipated)? (Councilmember Lumm)

**Response:** Correct.

**Question:** Q4. The cover memo includes the statement, “Failure to complete these activities could result in the FRA determining the City is in default of the grant agreement and responsible to return \$1.46M of federal funds previously received.” I have a couple of questions regarding this statement:

**Q4 (a)** This risk has never been mentioned before – why is it being raised now? (Councilmember Lumm)

**Response:** The information about the Agreement’s default parameters are presented to provide complete information to the Council about the item presented for its consideration.

**Question:** Q4 (b) Has the FRA ever required a municipality to return federal grant funds before, and if so, what were the circumstances? (Councilmember Lumm)

**Response:** Staff will contact FRA to ascertain their information in response to this question.

**Question:** Q4 (c) Given that the City has far exceeded its local dollar match and will be paying almost 38% of total costs (almost twice the 20% local dollar match the FRA grant required), on what grounds could the FRA demand its money back? (Councilmember Lumm)

**Response:** The Grant Agreement requires completion of a list of deliverables. If resources are not authorized to complete the work, the City could be declared in default of the agreement.

**Question: Q4 (d)** Similarly, it has been the City's position all along that the FRA has been the cause for delays in the program (not the City) and Mr. Lazarus October 14<sup>th</sup> memo to council strongly re-enforces that view. Why wouldn't that argument, coupled with the City's paying well above the 20% local match required counter any claim by the FRA that money should be returned? (Councilmember Lumm)

**Response:** Although there may be potential for a future administrative process to contest an FRA determination regarding default, it is staff's goal to complete both the environmental assessment and preliminary engineering documents so that additional public comment can be received and the grant/project requirements are met. These objectives will ensure that complete, compliant, and useful documents are produced and the City's standing for future grant opportunities is preserved.

**Question: Q5.** This use of non-departmental funding represents the third time in the last six months the Administrator has consciously chosen to utilize an unprecedented budget scheme to either avoid a council vote at all or to reduce the vote requirement for passage from 8 votes to 6 votes. The three instances are:

- April 2018 – utilize Administrator's Contingency to avoid a Council train station study funding vote entirely
- June 2018 – utilize Administrators Contingency to fund a legal services spending increase related to the Library Lot sale and reduce the vote requirement from the normal 8 votes for supplements to 6 votes
- Tonight – utilize non-departmental budget to fund additional local train station study funding and reduce the vote requirement from the normal 8 votes for supplements to 6 votes.

We frequently get supplemental funding items and up until recently, have always adhered to the practice and discipline of requiring a council vote and approval by 8 CM. Because of the unprecedented nature of these recent actions, I've asked each time for rationale behind the appropriateness of the actions. Each time, the response has been essentially that it's technically within the rules. While that may be accurate, I'll ask one more time – do you believe these three actions are in the spirit of good governance, are consistent with the intent and spirit of the City Charter, are consistent with the spirit of the City's budget rules and practices, and are the "right thing to do"? If so, can you please explain why you think these schemes have never been used in the past or used by the current Administration on items other than two of the city's most controversial issues? (Councilmember Lumm)

**Response:** The City Administrator's contingency is included in the budget to address unforeseen matters that arise throughout the year. The application of that contingency to

the Ann Arbor Station project and to address unanticipated legal expenses related to the Library Lot were permissible uses of the funds. The use of non-departmental funds for the Ann Arbor Station project is also a permissible and proper use of funds. In all of these instances, the intent has been to protect the City's interest and standing on these efforts and to advance Council approved projects. In all cases, the expenditures have been or (in the case of the item on the agenda this evening) will be approved by Council as required.

**Question:** Please provide Council with a copy of the memo from the FRA that was previously redacted to inform us why the process was delayed so long that the City was unable to spend all of the available FTA grant. (Councilmember Eaton)

**Response:** There is a not any particular memo or communication from FRA that explains the shift in project requirements. Staff has provided the chronology of events in the attached summary [attachment: Revised Ann Arbor Station Chronology Summary 09042018.docx] in an effort to describe the project's progression)

It is apparent from the sequence that the Federal Railroad Administration (FRA) significantly expanded the scope of the initial grant application and consistently changed the project requirements. FRA's further insistence that preliminary engineering be performed on all options at the City's risk even though that was out of scope and that several alternatives were deemed to be infeasible further delayed completion, and conflicted with the City's position that it was an imprudent use of taxpayer funding to pursue design for multiple options

Our goal remains to complete both the environmental assessment and preliminary engineering documents so that additional public comment can be received and the grant/project requirements are met. These objectives will ensure that complete, compliant, and useful documents are produced and the City's standing for future grant opportunities is preserved.

**CA-13 – Resolution to Approve the Purchase of Ice Control Salt through the Michigan Delivering Extended Agreements Locally (MIDEAL) from Compass Minerals America, Inc. for Early Fill (\$161,475.00)**

**CA-14- Resolution to Approve the Purchase of Ice Control Salt through the Michigan Delivering Extended Agreements Locally (MIDEAL) from Detroit Salt Company for Seasonal Backup Supply (\$192,320.00) and to Appropriate \$119,970.00 from the Central Stores Fund Balance (8 Votes Required)**

**Question:** CA-13/CA-14 we purchase all of our salt from the less expensive vendor? (Councilmember Grand)

**Response:** Last year's harsh winter caused a high demand on salt, which resulted in higher than normal early fill salt prices. This is not unusual following a high-demand year. The City participates in the state cooperative purchasing contract (MiDEAL) and as

part of that contract; we are required to take a specified quantity from the early fill low bidder and a minimum for seasonal backup from the low bidders in each category.

**CA-16 – Resolution to Approve the Professional Services Agreement with LG Design, Inc., for Professional Engineering Services for the Water Treatment Plant Interim UV Disinfection System Project (\$145,060.00)**

**Question:** Regarding CA-16, if I'm understanding this correctly, the interim action will cost \$2.4M, but can't be used when the "large plant improvement project" (the permanent solution) that's included in the CIP is implemented. If that's accurate, \$2.4M is an awful lot of money to spend on an interim fix and I'm wondering if there is any potential to either pull-ahead the major project or design an interim fix that could be used long term? (Councilmember Lumm)

**Response:** It is the intent of this project to select UV equipment that can be relocated from the interim location to the future permanent location during the large plant improvement project. It may be possible to relocate other components such as piping and electrical equipment. The MDEQ's deadline for compliance does not provide enough time to construct the permanent solution. Consequently, relocating the equipment is a financially attractive solution which allows the City to meet the compliance deadline and reuse the equipment for the permanent solution.

**CA – 18 - Resolution to Approve the Purchase of Electric Vehicles from Berger Chevrolet (MiDeal - \$98,337.00)**

**Question:** Regarding CA-18, the cover memo indicates that the incremental cost of three electric vehicles over gas-powered vehicles (\$46K) is paid for by the Sustainability and Innovations Office. That's appropriate budget/accounting treatment and can you please indicate which Fund is used as the funding source (The Sustainability Office has expenditure budgets in several funds)? (Councilmember Lumm)

**Response:** The incremental cost of the Electric Vehicles is coming from the \$75,000 of County Mental Health Millage Funds (0100) "Fairness Rebate" budgeted for the Office of Sustainability and Innovations in FY19.

**Question:** "The Fleet Fund has collected \$51,828.00 for the replacement of these small sedans. The Sustainability and Innovations Office will fund the additional \$46,509.00 towards the initial purchase price to transition these three sedans to electric vehicles." How much fuel do the fleet vehicles that these vehicles replace use in a year each? How much did that fuel cost the City? (Councilmember Eaton)

**Response:**

<b><u>Fleet Vehicles</u></b>	<b><u>Gallons of Fuel Used</u></b>	<b><u>Total Cost for FY18</u></b>
Vehicle #0512	333 gallons	\$569.00
Vehicle #1103	118 gallons	\$225.00
Vehicle #3166	133.94 gallons	\$298.00

**Question:** Where is this money coming from? Was it supposed to come from the Green Fleets budget? Why is part of the EV purchase, plus the EV chargers, being asked to come from the Office of Sustainability & Innovations budget? (Councilmember Bannister)

**Response:** The incremental cost of the Electric Vehicles is coming from the \$75,000 of County Mental Health Millage Funds (0100) budgeted for the Office of Sustainability and Innovations in FY19.

In the FY19 budget, no resources were allocated for implementing the Green Fleets Policy. Since the Office of Sustainability and Innovations was coming to Council for a budget amendment, and because these will be our first 3 EVs and charges for the City, we decided it made sense for the Office of Sustainability and Innovations to finance these first chargers.

**CA-20 - Resolution Authorizing General Obligation Capital Improvement Bonds (Downtown Development Project) and Amending the Budget by \$15,500,000 (8 Votes Required)**

**CA-21 - Resolution to Approve a Financing Contract with the Ann Arbor Downtown Development Authority for City of Ann Arbor Capital Improvement Bonds (Downtown Development Project)**

**Question:** Regarding CA-20 and CA-21, the cover memo in CA-21 indicates the bonds will be re-paid in full by the DDA. Can you please confirm the DDA will also be paying for all of the associated costs including bond issuance costs, bond counsel fees etc? (Councilmember Lumm)

**Response:** Yes. All professional fees are incorporated into the total bond issuance costs, so the City will not incur any net incremental expenditure from this transaction.

**Question:** Also on CA-20 and CA-21, can you please provide a schedule of debt outstanding over the last 20 years (both general obligation and revenue bonds) and including the City's related/component units? (Councilmember Lumm)

**Response:** Outstanding debt is described in the City's annual CAFR (audit). Below is a link to the most recent report. The debt schedule starts on page 4-49 (or page 77 of the pdf file).

<https://www.a2gov.org/departments/finance-admin-services/accounting/Documents/City%20of%20Ann%20Arbor%20-%20CAFR%20-%2006-30-17.pdf>

The City's website contains the past sixteen years of CAFRs for further historical review (<https://www.a2gov.org/departments/finance-admin-services/financial-reporting/Pages/default.aspx>).

**CA-22 - Resolution to Amend the Office of Sustainability and Innovations FY 2019 Budget and Appropriate Funds for New and the Scaling-Up of Existing Climate and Sustainability Programs in the City of Ann Arbor (8 Votes Required)**

**Question: Q1.** The FY19 adopted budget message stated that, "This year's budget includes \$75K from the County Millage to help develop a performance-based spending approach for climate action programs in future years." That language, and the related discussions at budget time, were clear that FY19 would be a year of planning to develop the "performance-based spending approach". What has changed to justify making significant spending commitments just 4 months into the fiscal year and outside of the normal budget process? (Councilmember Lumm)

**Response:** The major changes include: 1) the hiring of a Manager for the Office of Sustainability and Innovations who was already familiar with the community, our goals, our Council priorities, and staff. This allowed us to expedite the planning process and move thoughtfully into the implementation phase. 2) Moreover, recent scientific studies demonstrate that climate change is happening more rapidly, with more drastic impacts than were previously anticipated. This has placed an urgency on implementing actions that demonstrable reduce our greenhouse gas emissions. 3) Finally, new opportunities, including the appropriate to invest in our first net zero energy (or nearly net zero energy) affordable housing unit. This emerged since the Broadway units were in need of sewer repairs and efficiency upgrades. Given that these buildings are going to be "touched" for upgrade in the coming months, we have a unique and timely opportunity to update them to be as efficient (and economical) as possible.

**Question: Q2.** A "performance-based spending approach" is certainly a reasonable expectation for significant, new investments. The documents provided seem to be more a list of potential actions than a "performance-based approach" and they have very little cost data which obviously is necessary to evaluate leverage for dollars invested. Can

you please explain what I'm missing/why you've concluded we have a "performance-based approach" and are ready to begin spending money? (Councilmember Lumm)

**Response:** In preparing our work plan, we calculated greenhouse gas emissions potential for the vast majority of the programs identified. For a few programs (i.e., education-related programs) calculating a hard greenhouse gas reduction potential can be challenging but we did calculate estimates. We did not present all of these details to Council in our presentation only because of the sheer volume of this information and the fact that we weren't sure Council wanted to be that "in the weeds". We plan, however, to put together an accessible document that shows our Office's work plan and the emissions reduction potential associated with identified items. This is something we plan to share with the public, our peers, Council, and anyone else interested.

**Question: Q3.** I do not recall ever having authorizing a significant amount of expenditures mid-year funded by an advance on revenues not yet received. Has the City ever done this before, and if so, please provide the details? (Councilmember Lumm)

**Response:** It is rare that a new revenue source is identified such as the County Mental Health Millage Fairness Rebate. At the time the new revenue source was identified, the timing of payments was unknown and finance thought it was prudent to not budget for the full amount of those expected revenues. Since that time, the County has told us we can start expecting payments in January, thus allowing new programs to start sooner as outlined in the Resolution.

The City Council did approve a request similar to this one for the AAHC at its September 4<sup>th</sup> meeting. R-18-355 "Resolution to Amend the Budget and Appropriate Funds Not to Exceed \$200,000 from the General Fund Balance to the Ann Arbor Housing Commission to Advance Funds for an Emergency Sewer Repair, Water and Electrical Repair, Insulation, and Restoration of 1508 Broadway."

**Question: Q4.** The largest spending item in the cover memo is \$200K for Net Zero Affordable Housing. A couple of questions on this \$200K:

**Q4 (a)** Can you please provide the detail behind the \$200K including the specific actions contemplated? (Councilmember Lumm)

**Response:** Working in consultation with our colleagues at the AAHC, we have identified: solar – there is roughly 64kw of solar capacity on the site. We believe this will offset all electrical needs when the panels are at peak generation – and potentially during mostly sunny days. In addition, to reduce the needed electrical load, we are looking at replacing natural gas appliances for super-efficient electric appliances, installing heavy insulation, and other energy efficiency upgrades. Because the site was lacking many efficiency measures including significant insulation, we should see a significant drop in electrical usage at which point solar generation could cover demand when not at peak generation.

**Question:** Q4 (b) Also, please provide the support for choosing these actions first (e.g., their being the highest level use of dollars)? (Councilmember Lumm)

**Response:** We chose this particular site because of the fact that it was already slated for major renovations, meaning that the incremental cost of these actions was fairly low. We chose the specific actions because of their return on investment (efficiency activities) and then we chose solar energy for two primary reasons: 1) powering the facility with renewable energy either entirely or mostly, means that the AAHC will reduce its operating expenses and, therefore, have more resources to invest in new units and/or upgrading existing units; and 2) solar energy helps move us towards our Council goal of being powered by 100% clean and renewable energy.

**Question:** Q4 (c) Will the \$200K cover the cost of all actions contemplated at the AA Housing Commission sites? If not, how much more spending is anticipated? (Councilmember Lumm)

**Response:** This request of \$200k is only for the Broadway affordable housing units. The Office of Sustainability and Innovations would like to continue working closely with our colleagues at AAHC to turn more affordable housing units into net zero energy usage. However, the exact cost of those upgrades is currently unknown as it will depend on the specifics of future sites. We certainly hope to bring more of these opportunities to Council in the future as it meets many of our City's goals – primarily those around affordable housing, equity, and sustainability/climate action.

**Question:** Q5. The second resolved clause states that “The Office of Sustainability and Innovations staff be authorized to move forward with implementing the work plan as outlined.” The work plan identifies a number of potential strategies and initiatives and (as mentioned above) contains very little cost data. Can you please explain exactly what Council is approving with this second resolved clause? (Councilmember Lumm)

**Response:** This second resolve clause is just giving the Office of Sustainability and Innovations a policy direction to continue moving forward with laying the foundation for these other programs. This means continue to look at internal operations to see how we can be more efficient and sustainable, exploring how a carbon offset program might work and bringing ideas, to the extent warranted, back to Council for consideration and at a minimum, and update, etc.

**Question:** Q6. Can you please provide specific detail on the \$39K listed in the cover memo for “incremental staffing costs required”? (Councilmember Lumm)

**Response:** Based on feedback we have received from a number of Council members, the Energy Commission, the Environmental Commission, and other key stakeholders, this funding was included to support:

- Energy Intern: \$10,000 (10 months)
- Sustainability Intern: \$10,000 (10 months)

- Equity Fellow: \$3,000
- Modest Salary Increase for Existing Sustainability Analysts: \$16,000 (\$8,000 each)

Having the financial and the physical capacity to design and implement the programs outlined in our work plan is important. The interns we are looking to bring on will help us complete our annual greenhouse gas emissions inventory, thereby giving us a sense for how we are performing, assist the Office in preparing our first ever annual sustainability report, help prepare community messaging materials, and general help lessen the logistics burden on our core staff so that they can focus on the substance of creating and implementing these high profile programs we have identified.

**Question: Q7.** The cover memo references “immediately supporting renovations at the Broadway site”. Can you please elaborate on what those are and what the impacts and the cost/benefit of the actions will be? (Councilmember Lumm)

**Response:** The Broadway affordable housing site is going to be undergoing emergency sewer repair. Council approved an allocation of funds for this cause at its September 4<sup>th</sup> meeting. During this repair, additional updates to the facility will be undertaken. The AAHC does not, however, have the resources to bring this facility to net zero energy (or as close as possible) and only has the resources to do basic upgrades. The point of the collaboration between AAHC and the Office of Sustainability and Innovations is to help finance the incremental steps necessary to bring this facility to net zero energy (or as close as possible). To do this, we have collaboratively identified: solar – there is roughly 64kw of solar capacity on the site. We believe this will offset all electrical needs when the panels are at peak generation – and potentially during mostly sunny days. In addition, to reduce the needed electrical load, we are looking at replacing natural gas appliances for super-efficient electric appliances, installing heavy insulation, and other energy efficiency upgrades. Because the site was lacking many efficiency measures including significant insulation, we should see a significant drop in electrical usage at which point solar generation could cover demand when not at peak generation.

**Question: Q8.** The cover memo mentions that the work plan and strategies have been reviewed with the Energy Commission and the Environmental Commission. Have there been any reviews with other community stakeholders and if so, can you please provide some information on those reviews/discussions? (Councilmember Lumm)

**Response:** Yes. We presented the work plan with the Ann Arbor Climate Partnership, the Clean Wolverines, the Administrator’s Executive Policy Advisor, City Staff, and have discussed elements of it with the Sierra Club Huron Valley chapter. A few members of the public have also asked for the work plan and we happily have shared it with them. We hope to do a public meeting shortly to get additional feedback and continue refining as we consider this work plan, like any good document, to be a living document that will change and evolve as we learn what works, what needs adjustment, and as new opportunities emerge.

**Question:** Q9. The work plan mentions a potential “Green Rental housing” program that would require property owners to meet a minimum efficiency standard before receiving their rental licenses. Can you please elaborate a bit on that program including how it would work, other communities that have a similar program, and what discussions we’ve had (if any) with the Apartment Owner’s Association on the program? (Councilmember Lumm)

**Response:** We have been working with colleagues in Community Services to outline what this program could look like. It is heavily modeled on work in the City of Boulder, Colorado. The intent is to ensure that everyone who rents in Ann Arbor is in a residence that has met some pre-determined efficiency standard. This efficiency standard will improve over time as technology changes and new opportunities emerge. We were specifically identified as an ideal location to have a Green Rental Housing program because of the high percentage of rental units we have (~55%) combined with the fact that we already have requirements around rental units in the City. We are currently working on a 1-pager that describes our ideas for the program – which we will first pilot to understand its overall viability in Ann Arbor. We will happily bring that flyer back to City Council and answer any and all questions you have about the program. Again, we are hoping to launch a pilot of this program in FY20 and plan to work in FY19 on laying the ground work needed to run that pilot.

**Question:** Please provide an itemized list of expenditures from the \$75,000 included in the fiscal year 2019 budget for developing a sustainability plan. (Councilmember Eaton)

**Response:**

- \$46,509 will go towards the incremental costs of purchasing our first 3 EVs
- The remaining \$28,491 is un-programmed at the moment given the uncertainty associated with this budget amendment. Should the budget amendment be unsuccessful, these funds would go towards interns and a slight raise for those in the Office.
- If the budget amendment is successful, these funds will be directly applied towards either additional energy efficiency audits and implementation of those audits (per a contract with an energy service company such as to Honeywell) or for our Green Rental Housing / Rental Efficiency program

**Question:** If the Sustainability office has produced a comprehensive sustainability plan, as the FY 2019 budget funded, please provide a copy of that plan. (Councilmember Eaton)

**Response:** We have provided to Council a PPT presentation summarizing the work plan for FY19-22. When creating this work plan we calculated the greenhouse gas emissions potential associated with each of the energy efficiency and renewable energy items in our work plan. We have also put estimates on the “softer” strategies (i.e., education and engagement). We did not present all of these details to Council in our presentation only because of the sheer volume of this information and the fact that we weren’t sure Council wanted to be that “in the weeds”. We plan, however, to put together an accessible

document that shows our Office's work plan and the emissions reduction potential associated with identified items. This is something we plan to share with the public, our peers, Council, and anyone else interested. Should you be interested, however, in seeing our working matrix of calculations, we'll plan to clean that up and share shortly.

**Question:** What budget account is being used to pay for the EV? (Councilmember Eaton)

**Response:** The incremental cost of the Electric Vehicles is coming from the \$75,000 of County Mental Health Millage Funds "Fairness Rebate" (0100) budgeted for the Office of Sustainability and Innovations in FY19

**Question:** Why are the EV chargers being paid for by the Sustainability office rather than by the fleet operations? (Councilmember Eaton)

**Response:** In the FY19 budget, no resources were allocated for implementing the Green Fleets Policy. Since the Office of Sustainability and Innovations was coming to Council for a budget amendment, and because these will be our first 3 EVs and charges for the City, we decided it made sense for the Office of Sustainability and Innovations to finance these first chargers.

**Question:** What did the non-union staff salary review recommend for the sustainability staff salaries that this resolution seeks to increase by \$18,000 per year? (Councilmember Eaton)

**Response:** The non-union staff salary placed the job description of "Sustainability Analyst" in a band between \$43,692 and \$56,800. A few things to note, however. First, no comparable job descriptions were found in the State for these positions meaning that data couldn't validate their range. Secondly, the two staff currently called "Sustainability Analysts" are performing jobs that do not match these job descriptions. As such, the intention is to place them in new jobs (with new job descriptions) that reflect the job they are doing and that we need them to do in order to fully design and implement our work plan.

We would like to note, however, that, based on conversations with certain Council members, we have adjusted this request for funding to the following:

- Energy Intern: \$10,000 (10 months)
- Sustainability Intern: \$10,000 (10 months)
- Equity Fellow: \$3,000
- Modest Salary Increase for Existing Sustainability Analysts: \$16,000 (\$8,000 each)

**Question:** Which of these proposed budget items can or should be funded from other sources, such as Green Fleets or the A2 Housing Commission or staff Professional Development, etc.? (Councilmember Bannister)

**Response:** It's a fair question but, unfortunately, none of these items can currently be funded by other programs due to budget constraints. We do anticipate, however, strong partnerships (both in terms of money and collaboration) going forward with: fleet (green fleets policy); AAHC (re: net zero energy affordable housing units); emergency services (re: resilience hubs); community services (re: rental efficiency programs); and many others. We view the Office of Sustainability and Innovations as a key partner in helping all City departments become more sustainable!

## **B – 2 – An Ordinance to Create the Independent Community Police Oversight Commission (Ordinance No. ORD-18-30)**

**Question:** Shall the ordinance or bylaws be printed for the public and distributed at or before the meeting? A second reading requires 24-hour advanced distribution of an ordinance (to City Council). Could this same idea be extended to the public? meeting. (Councilmember Bannister)

**Response:** Agenda packets are available electronically via Legistar. One public copy of the printed agenda packet is also kept at the City Clerk's Office front counter and is available for viewing by the public during the Council meeting.

**Question:** Will members of council provide amendments to the public well in advance of the meeting and PH-4? I expect people will want to speak to issues related to each proposed amendment and won't be able to do so if the text isn't shared with the public in advance of the meeting. (Councilmember Bannister)

**Response:** This is up to the Councilmember introducing an amendment.

**Question:** Can Council members call on TF members to speak and respond during the B-2, DC-1, and DC-2 portions of the meeting? It seems so, based on the "[Rules of the Council and Pertinent Charter Provisions](#)." (Councilmember Bannister)

**Response:** Council Rule 7 under the heading "Members of Audience Addressing Council" provides that "Upon the request of a member of the Council, a member of the audience shall be permitted to address the Council at a time other than during public commentary, unless a majority of members of Council object."

## **C-1 – An Ordinance to Amend Section 9:38 and 9:42 of Chapter 107 (Animals) of the Code of the City of Ann Arbor Regarding the Addition of Ducks to the Referenced Sections**

**Question: Q1.** Can you please provide data on the number of complaints (if any) there have been related to the chicken ordinance since it was adopted? Also, please provide some texture on the nature of the complaints? (Councilmember Lumm)

**Response:** "Animal complaints" is the broad category used by dispatch. There are well over a thousand animal complaints from January 1, 2017 until present. A narrative search

of those complaints revealed approximately 25 were related to chickens. Those appear to be primarily noise, chickens not contained or odor related.

**Question:** Q2. How many permits have been approved under the existing chicken ordinance? (Councilmember Lumm)

**Response:** There are currently 122 active permits. Since 2008, 209 total permits have been issued.

**Question:** Q3. Can staff please comment on any potential issues you see on the ordinance changes to (1) add ducks and/or (2) increase the maximum number of poultry permitted from 4 to 6? (Councilmember Lumm)

**Response:** From a licensing perspective, we don't see any issue with the birds being chickens or ducks. We already allow up to 6 total birds with the 5-year permit (neighbor consent required) or 2 total birds for a 1-year permit (no neighbor consent required). The change from four to six birds occurred with the last ordinance update in 2017.

**Question:** Q4. Of the other municipalities we know of who allow chickens, do we know if they also allow ducks? (Councilmember Lumm)

**Response:** The following cities advertise the keeping of ducks as part of their urban agriculture ordinances: Portland, OR; Eugene, OR; Seattle, WA; and Fort Collins, CO. Staff could not confirm other Michigan cities.

#### **DC-1 – Resolution to Increase the FY19 General Fund Budget of the Ann Arbor Police Department by \$30,000.00 to Provide for the Independent Community Police Oversight Commission (8 Votes Required)**

**Question:** It references \$5,000 already spent on oversight, can you offer any clarification about this use of funds? Is this support intended to be a police officer? How do you expect this money to be spent? What is the intention of this proposal? (Councilmember Bannister)

**Response:** Funds were spent for administrative support from the Chief's office manager for scheduling of meetings, loading documents on Legistar etc... as well as U.M. assistants providing transcription at Task Force meetings.

**Question:** The 2015 budget ([link here](#)) included a recurring allocation of upwards of \$180,000 for 2 full-time officers to do "community engagement." So in the last five years that's nearly \$800,000 plus Hillard Heintze and accreditation, etc.--or rather, more than a million dollars spent on "community relations," most going directly into the AAPD budget. Are there any clarifying comments on how this money has been spent? (Councilmember Bannister)

**Response:** In addition to the audit of the police department, most of these funds were in support of two full time officers being assigned to the Community Engagement Unit (CEU). CEU provides a broad spectrum of services (please see links below).

<https://www.a2gov.org/departments/police/community-engagement/Pages/default.aspx>

<https://www.a2gov.org/departments/police/community-engagement/Pages/Presentations-and-Tours.aspx>

<https://www.a2gov.org/departments/police/community-engagement/Pages/Neighborhood-Events.aspx>

#### **DC-4 – Resolution to Approve the Master Deed for the Collective on Fifth Condominium at 319 S. Fifth Avenue**

**Question: Q1.** The resolved clauses include approval of a “waiver of the requirement in the agreement that the City agree to a Master Deed for the Development prior to September 28<sup>th</sup> and waiver of the requirement to enter into a Council-approved Workforce Housing Covenant for the development prior to September 28<sup>th</sup>.” Wouldn’t that also apply to the Parking Agreement? And given that Council can simply waive this requirement, why is it necessary to approve the Master Deed tonight and why was it necessary to approve the Covenant and Parking agreement previously rather than dealing with these documents after the November 6<sup>th</sup> referendum vote? (Councilmember Lumm)

**Response:** The waiver language is included for the Workforce Housing Covenant because it’s anticipated that signatures would be obtained at the time of closing. This language makes it consistent with how the Parking Agreement and Master Deed will be handled.

The City agreed to negotiate in good faith to complete the three agreements during the Due Diligence period ending September 28<sup>th</sup>. The Master Deed was not complete for approval by either party at that time. The Master Deed has been placed on the first Council Agenda after completion in order to be as consistent as possible with the timing of the Agreement of Sale, and to minimize the time required for waiver. Council is not required to waive the completion deadline, and if Council chooses not to it would effectively end the transaction.

**Question: Q2.** The cover memo states that “Given that the Development has not gone through the site planning process, these documents are subject to change as other details are finalized regarding the development.” Given that, why would be approving the documents now rather than later in the site plan process when better definition is available? Also, please confirm that Council would approve any documents that are revised? (Councilmember Lumm)

**Response:** The Developer wanted the Master Deed to be completed earlier in the process so that they could have some certainty regarding how the condominium would be structured for the purpose of site planning and financing. This was incorporated into the Agreement of Sale which requires that the Master Deed to be completed during the Due Diligence period. The Master Deed is being approved substantially in the form

attached, and after approval as to form and substance by the City Attorney. The Master Deed will only return to Council if there are significant changes resulting in the document no longer being substantially in the form of that attached.

**Question:** Q3. The cover memo indicates that the “Condominium Association will be controlled equally by the City and the Developer and costs of maintenance and repair for common areas will also be equal.” A couple of questions on that: Q3 (a) Can you please describe in layman’s terms what the ‘common areas’ are? (Councilmember Lumm)

**Response:**

**Question:** Q3 (b) How can the common areas be finalized before the site plan process has even begun? (Councilmember Lumm)

**Response:** Common areas, also called common elements, are the portion of a condominium that are of shared use, and are not a part an individual unit.

**Question:** Q3 (c) What is your rough projection of the annual costs for maintenance and repair? (Councilmember Lumm)

**Response:** We will not have projections on the annual costs for maintenance and repair until more is known about the final design of the building.

**Question:** Q3 (d) Can you please confirm that the cost sharing does not include the construction period when Core Spaces will be using the structure for construction activities and they are responsible for maintenance and repair? (Councilmember Lumm)

**Response:** It does not include the construction period. The Cross-Easement, Development and Construction Agreement will address this issue and will be completed when more is known about the final design of the building.

**Question:** Q3 (e) If the Condominium Association is “controlled equally” by the City and Core Spaces, what happens if the parties don’t agree/how are disputes handled? (Councilmember Lumm)

**Response:** Any unresolved disputes will be subject to mandatory binding arbitration.

**Question:** Q4. In addition to the Parking Agreement, Workforce Housing Covenant, and master Deed, are there other documents to be agreed outside of the normal site plan development agreement? (Councilmember Lumm)

**Response:** Yes. The following agreements will need to be completed prior to closing:

- Cross-Easement, Development and Construction Agreement: This Agreement will provide for how the site will operate during construction, including access to

the parking structure, access to the construction site, and orderly construction of the project that will minimize any negative effect of the operation of the parking structure.

- Plaza Area Easement: This Easement will establish the specific components of the public plaza, as well as rules for its operation.
- Rooftop Easement: This Easement allows the City to place communication equipment on the roof of the project.

**DC-5 – Resolution Authorizing the City of Ann Arbor to be Listed as a Supporting Municipality in an Amicus Brief to be filed with the Michigan Court of Appeals in RPF Oil Co v Genesee County and Genesee County Health Dep’t (Ct App Docket No. 344735)**

**Question:** Regarding DC-5, if the Michigan Court of Appeals upholds the lower court ruling (and it is not appealed further), does that mean Ann Arbor’s ordinance is voided? (Councilmember Lumm)

**Response:** It is not possible to say, at this time, whether the City ordinance would be voided if the Court of Appeals upholds the lower court’s ruling that voids the Genesee County ordinance. A published opinion by the Court of Appeals would be binding; an unpublished opinion would not be binding. The effect of a published opinion on the City’s ordinance would depend on the legal reasoning the Court of Appeals uses to uphold the voiding of the Genesee County ordinance and then analyzing whether that reasoning applies similarly to the City’s ordinance.

**Question:** The sixth whereas clause includes a typographical error. It refers to RPF Oil Company as “RFP Oil Company”. (Councilmember Eaton)

**Response:** The typo has been corrected.

## MEMORANDUM

TO: Park Advisory Commission

FROM: Colin Smith, Parks & Recreation Services Manager

CC: Sumedh Bahl, Community Services Area Administrator

DATE: October 21, 2014

SUBJECT: Information regarding Fuller Park parking lot

On September 15, 2014, Council passed resolution R-14-323 asking PAC to provide recommendations to Council by November 6, 2014 regarding the Fuller Park Parking Lot lease with the University of Michigan. Areas to reconsider included lease rates, length of lease duration, the history of parking in Fuller Park, and the relationship of the parking lot to identified initiatives in the PROS plan.

This memorandum provides a summary of information that staff has collected, along with an appendix of attachments in order to provide as much information as possible for PAC to make a fully considered recommendation.

### **History of parking at Fuller Park**

Fuller Park has a long history and established precedent of leasing parking to non-park users, even prior to the establishment of the parking lot on the south side of Fuller Road. Records show that in 1972 St. Joseph Mercy Hospital leased parking for their employees at Fuller Park. In 1980, Council, recognizing that the parking lot was consistently used by individuals for reasons other than recreational purposes established permit parking, managed by the Parking System Division of the City, for up to 115 spaces at Fuller Park, between September and April. Proceeds from the sale of the permits were deposited as revenue into the Fuller recreation account. In 1986 Council passed another resolution to provide parking at Fuller Park, including the newly developed 'gravel' lot, increasing the amount of spaces for rent to over 210. Revenues for permit sales were again designated for deposit in the Fuller Park revenue budget. In 1990 the Mayor and City Administrator discussed developing a parking lot on the south side of Fuller Road in Fuller Park, recognizing the potential for an additional source of revenue. The Parks department noted the desire for the establishment of an additional soccer field in that area, along with a need for additional parking to service the soccer field and park. In May, 1993 the University proposed using the space for temporary parking during the construction of the Cancer and Geriatric Units on the hospital campus. The University proposed paying \$70,000 for the construction of a temporary lot. PAC considered this proposal in May, 1993 and 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 UM. In July, 1993 PAC unanimously approved a plan and

agreement that placed a parking lot in Fuller Park on the south side of Fuller Road. In exchange for the parking lot agreement the University would use the lot at times not in conflict with park use and the University would grant an easement to the City to accommodate moving the Fuller/Oak Way ROW to avoid identified Burr Oak trees. In September, 1993 City Council approved an agreement with the UM for a joint use parking lot agreement at Fuller Park. Terms of the agreement included the University funding the design and construction of a 250 space parking lot at a cost not to exceed \$375,000. The lease of the parking spaces was for a period of 15 years, with the University having an option to renew the lease for successive 5 year periods upon the same terms and conditions. The agreement also noted the Oakway Road easement. In 2009 Council approved a new lease with the UM for Fuller Parking lot, for two years, with two successive two year renewal options. The agreement continued the arrangement of the parking lots availability for rental being based on recreational needs first. During the summer parking for swimming, soccer field usage, and general park usage requires use of all lots at certain times.

Appendix 'A' provides documentation related to numerous key dates referenced above, the Council resolution asking PAC to reconsider the proposed Fuller Parking lease, a map of the area, and PAC's original resolution recommending approval of the lease.

**Fuller Parking Lot lease charges**

Council has previously approved the amount charged for Fuller Parking lot, so an established base exists from which future lease amounts are derived.

	South Lot	North Lot	North Gravel	Total
1994 – 1998	\$25,000	NA	NA	NA
1997 – 2003	\$26,875	NA	NA	NA
2004 – 2008	\$28,890	NA	NA	NA
2009 – 2010	\$31,057	\$31,057	\$5,579	\$69,552
2010 - 2012	\$33,198	\$33,198	\$6,359	\$72,765
2012 - 2014	\$35,890	\$35,890	\$6,875	\$78,665

NA = During this time the City sold permits for parking in the North lots. Comprehensive revenue figures are not available.

Over the years a steady increase to the base amounts has occurred. The proposed lease does not include an increase for 2014 – 2016. However, the UM has provided parking resources off Canal Street for overflow Argo Canoe Livery parking at no charge to the City. The UM allows the City to temporarily advertise and sign the use of the lots for overflow Livery parking on the weekends, providing as many as 100 additional spaces.

The Fuller parking lot is signed as a 'yellow' lot for University parking permit holders. The cost for a 'yellow' permit is \$153.00 annually. One method for relating the amount

the University pays to the City is to take the amount of spots available and multiply by the annual permit fee the University charges its users. This amounts to \$74,205 (approximately 485 spaces multiplies by \$153.00). However, the University does not have access to the parking lots on the weekends or after 5pm, so effectively the parking lots are leased less than 50% of the year.

This amount is significantly less than DDA parking options; however the Fuller parking lots are not in the DDA district, are not covered, and in some instances are not paved. For the sake of comparison, the 415 W. Washington Lot, uncovered and unpaved and managed by the DDA is available for a monthly rate of \$90.00, translating to an annual rate of \$1,080.00.

Suggestions from the public have included charging the UM a rate more in line with a 'blue' permit cost. This would result in roughly quintupling the existing lease amounts. Included in your attachments is a UM parking map that shows what lots are 'yellow', 'blue', or 'gold'. Generally, the proximity to work places appears to drive the designation.

Appendix 'B' provides UM parking rates and locations and DDA parking rates for surface lots and an email regarding lease rates

### **Parking lot relationship to the PROS plan**

Staff has reviewed the relationship between the parking lot location on the south side of Fuller and locations for proposed shared use paths illustrated in the PROS Plan and Non-motorized Transportation Plan. The proposed shared-use path is listed as 8 – 10' wide.

There is approximately 36 - 48' of land between the southernmost boundary of the parking lot and the railroad ROW property boundary line. A wider path (10') such as the one running alongside the Cascades, would fit within the existing layout, and allow for the recommended 2' feet graded buffer area on either side of the path, per construction standards.

Appendix 'C' provides documents from PROS plan and Non-motorized plan and an email regarding the relationship of these plans to the parking lot lease.

### **Burr Oaks relationship to Fuller Parking**

As mentioned above, the 1993 agreement with the UM included a ROW easement to the City for up to 4.31 acres for construction of the realigned Fuller Road near the VA hospital. The intent behind relocating the road was to save a grove of Burr oak trees.

On September 22, the city's Urban Forestry and Natural Resources Planning Coordinator met with Veterans Administration (VA) Hospital staff for a site visit to assess and discuss trees on the VA property. Several areas of the property were

assessed during the site visit and they are identified in the attached map. The field visit started at the dirt contractor parking lot off Fuller Court. At this site, City staff observed two dead Hickory trees within the parking lot, an oak tree that is showing signs of decline at the southeast corner of the parking lot and a dead oak tree approximately 15-20 feet east of the parking lot. The two Hickory trees appear to have died due to soil compaction caused by vehicles parking on the trees' roots, and the oak on the corner of the parking lot also appears to be suffering damage due to soil compaction. The suspected cause of death of the dead oak tree located outside the contractor parking lot could not be determined.

The second area inspected was northeast of the VA parking structure. This area is also a dirt parking lot and contains staff vehicles and VA emergency buses. City staff observed several dead Burr oak trees in this parking area. Vehicles have been parked on the roots of these trees and they also appear to have died due to soil compaction.

City staff and VA staff walked through the wooded area east of the VA parking structure and west of Fuller Road. This wooded area is owned in part by the VA and in part by the University of Michigan. The trees within this area are maintained as a natural ecosystem, and they appear to be in good health. This woodlot contains many large oak trees, including two Burr oaks that are just east of the VA Hospital entrance off Fuller Road and these trees also appear to be in good health.

While the City does not have jurisdiction over trees on the VA or University properties, city staff provided multiple recommendations to VA staff to address the dead trees and to preserve and protect remaining trees on their property. The VA staff was receptive to suggestions provided by city staff.

Appendix 'D' includes a report from the City forester, maps related to the Burr Oak grove, and related information.

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

[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**

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**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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No part of this product shall be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from the City of Ann Arbor.  
This map complies with National Map Accuracy Standards for mapping at 1:50,000 scale. The City of Ann Arbor and its employees assume no responsibility for the content and/or appropriateness of information on this map.

0 50 100 200  
feet



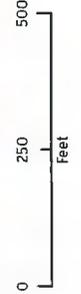
Map available online:  
<http://geomatics.information.org/realtime/mapviewer/>

Map Legend



**Fuller Park**

City of Ann Arbor Map Disclaimer Map date 10/24/14  
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 This map complies with National Map Accuracy Standards for mapping at 1 inch = 100 Feet. The City of Ann Arbor and its mapping contractors assume no legal representation for the content and/or inappropriate use of information represented on this map.



	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:

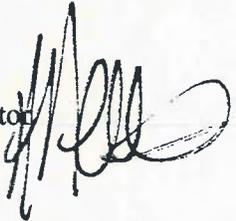
- \$70,000 for the construction of a temporary parking lot and curb cut;
- A payment to the City of \$2,000 per month for approximately 20 months, \$40,000, for temporary parking;
- Payment to the City from May 1995 to December 1995 of approximately \$11,000 per month, \$88,000, for medical staff parking;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

D-8 170

SEP 7 1993

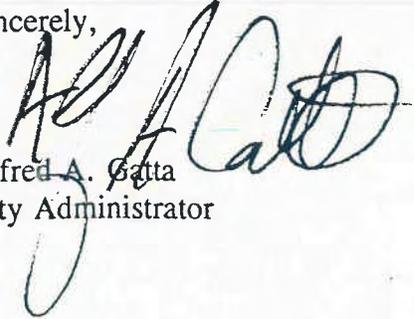
The Park Advisory Commission is pleased that the City staff were able to negotiate a cooperative solution that will mutually benefit the City and University.

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

D-8 171

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.

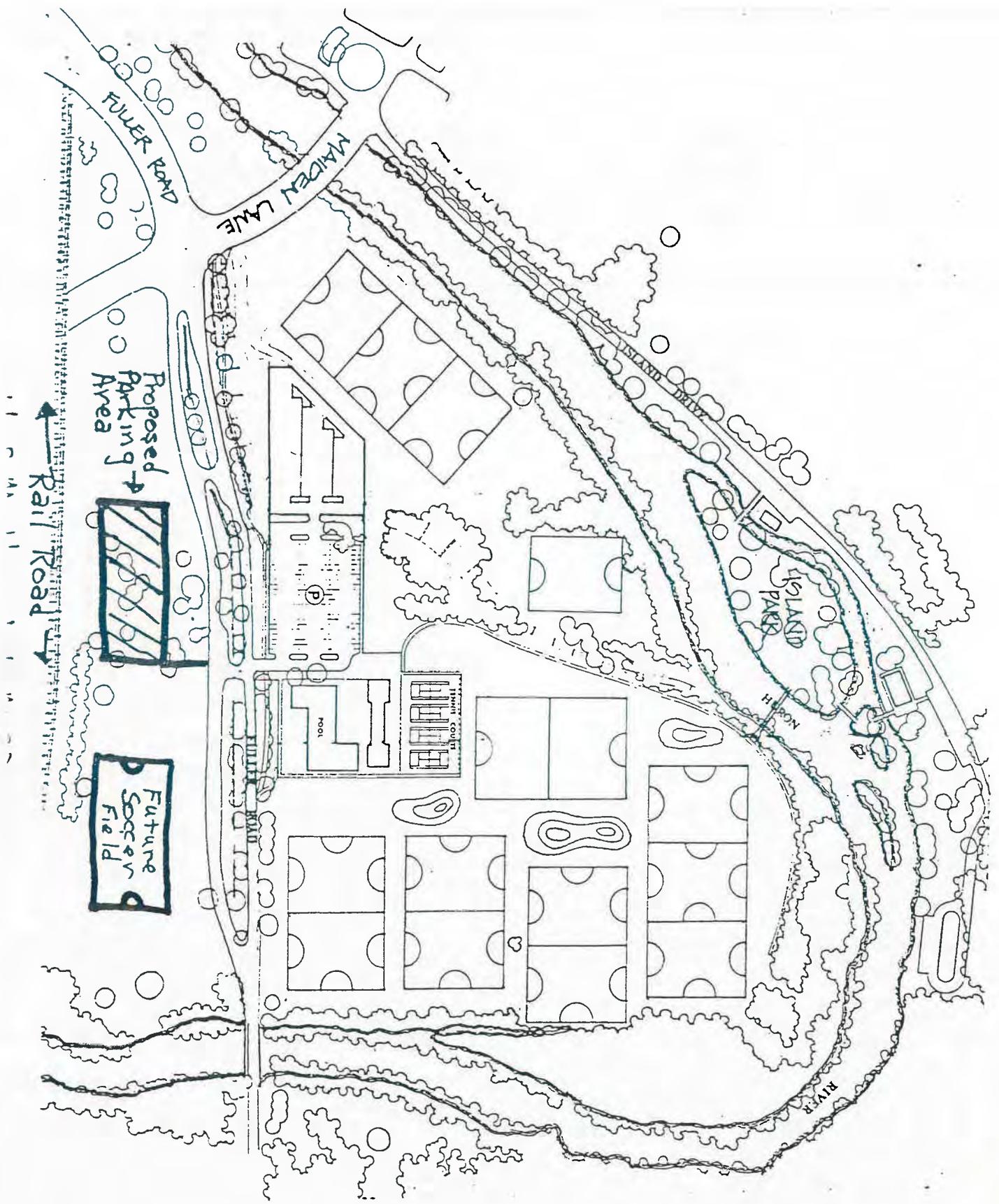
As Amended  
9/7/93

**APPROVED  
BY COUNCIL**

SEP 7 1993

W. NORTHCROSS  
CITY CLERK

D-8



**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.

D-8 174

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

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

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

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

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

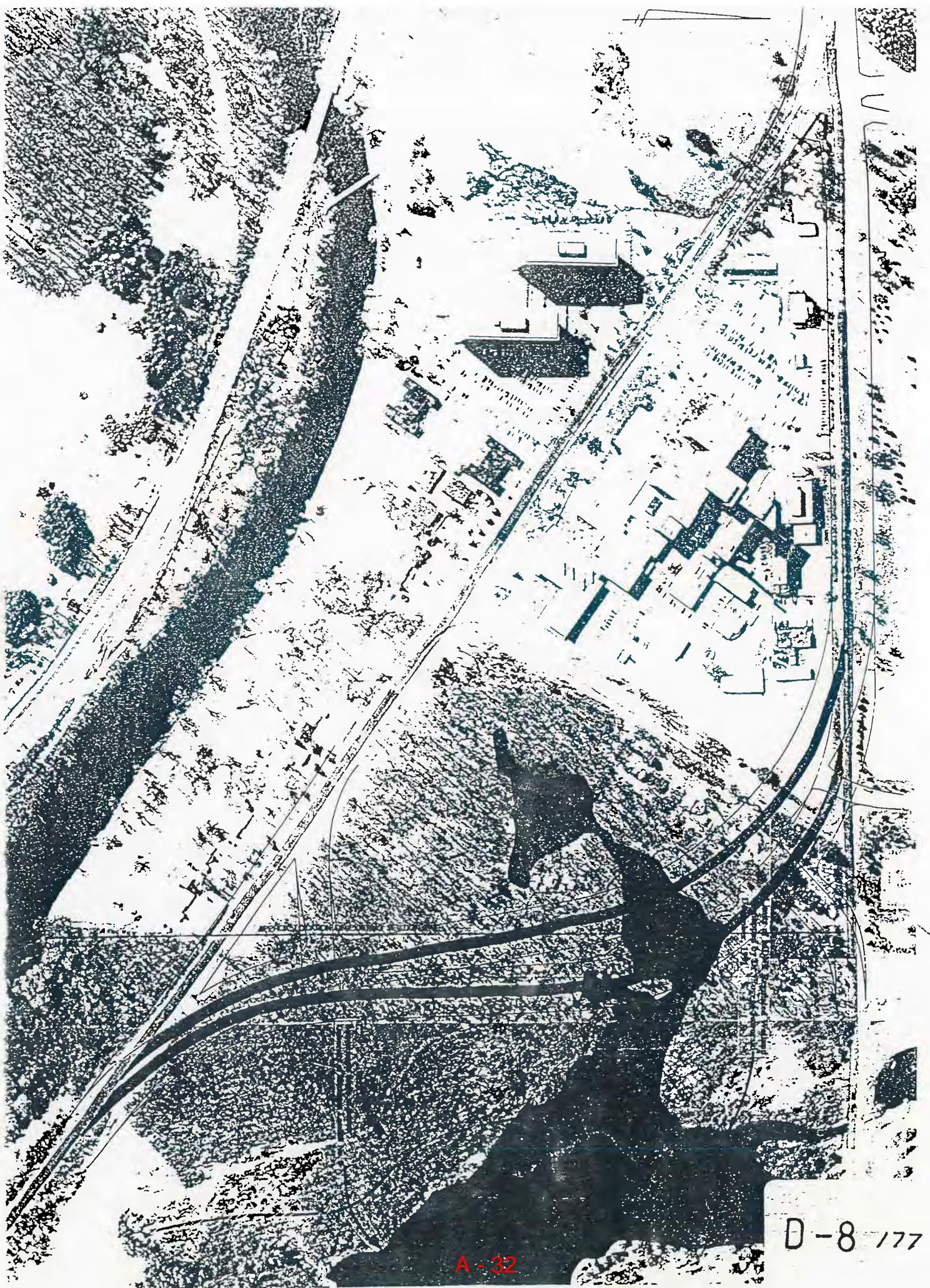
Fuller Park Parking Lot Agreement  
Approved as to Substance:

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



A-32

D-8 177

## Smith, Colin

---

**From:** Black, Jessica  
**Sent:** Monday, September 15, 2014 3:12 PM  
**To:** Smith, Colin  
**Subject:** FW: Proposed Fuller Park Parking Lot Lease

**Importance:** High

Jessica

---

**From:** George Gaston [REDACTED]  
**Sent:** Monday, September 15, 2014 2:38 PM  
**To:** Parks&Rec  
**Subject:** FW: Proposed Fuller Park Parking Lot Lease

To All Members of PAC,

Attached below is a copy of an email that I sent to the Mayor and Council.

My short term suggested goals to be taken from this information are as follow:

- 1 - Base the payment on the blue lot permit rates.
- 2 - Remove Lot "C" completely. Lot "C" is a muddy mess that that shouldn't have been allowed in the first place and it only helps to set the stage for additional expanded University parking in Fuller Park.
- 3 - recommend that Council renew the lease for ONE year only. This will give you time to better review this lease.

I have long term suggested goals for Fuller Park and parking that I would like to discuss with you at some other time.

Thank You for your willingness to give your time and serve our city.

George Gaston

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Proposed Fuller Park Parking Lot Lease  
**Date:** Fri, 15 Aug 2014 15:37:50 -0400

I spoke at the PAC meeting last month and said that I thought that the proposed Fuller Park parking lot lease was not in the best interest of the City. This letter elaborates on this idea.

To generate the numbers below, I have taken the annual cost of U of M Blue and Yellow parking permits and divided these numbers by 2,000 ( work hours per year ) to determine a hourly payment rate per space. I then counted the number of spaces in these three lots, multiplied these numbers by work days ( 365 - less Saturdays, Sundays, and the 13 holidays observed by the University ) then multiplied those numbers by the number of hours per day covered in the lease. This results in a figure that gives a hour per space number.

I have been generous to the U of M in my figures. People who park in these lots have told me that the lots are full by 6am and I have observed that the lots are still heavily used after 10pm.

The University issues four levels of parking permits: Gold, Blue, Yellow, and Orange. The Fuller Park lots in question are all Blue and Yellow lots. These are the only Yellow lots available to the University below the Hospital. Of the six University lots in Lowertown, five are Gold and Blue and one is for three hour patient parking; none offers Yellow permit parking.

Now - some basic figures:

Yellow permit per year - \$153.00 divided by 2000 = 0.0765

Blue permit per year - \$684.00 divided by 2000 = 0.342

Lot "A"

249 spaces x 248 days = 61,752 space/days/year x 12 hours/day = 741,024 space/hours/year

Yellow permit - 741,024 x 0.0765 = \$56,688.00

Blue permit - 741,024 x 0.342 = \$253,430.00

Amount in proposed lease - \$35,890.00

Lot "B"

109 spaces x 181 days = 19,729 space/days/year x 11 hours/day = 217,019 space/hours/year

Yellow permit - 217,019 x 0.0765 = \$16,602.00

Blue permit - 217,019 x 0.342 = \$74,220.00

Amount in proposed lease - \$35,890.00

Lot "C"

106 spaces x 248 days = 26,288 space/days/year x 11 hours/day = 289,168 space/hours/year

Yellow permit - 289,168 x 0.0765 = \$22,121

Blue permit -  $289,168 \times 0.342 = \$98,895.00$

Amount in proposed lease - \$6,875.00

Totals from above for one year lease of Fuller Park parking lots:

Yellow permit - \$95,411.00

Blue permit - \$426,545.00

Proposed lease - \$78,655.00

I hope you find this information useful and enlightening - George Gaston

sed lease

**North Campus Parking Areas**

Lot #	Cross Ref.	Clearance
N05	P11	
N08	V4	
N09	V4	
N10	L10	
N16	P10	
N20	P7	
N21	R7	
N22	P8	
N24	P8	
N26	S5	
N27	N8	
N28	R6	
N32	K3	
N34	V3	
N37	V4	
N38	X4	
N40	J5	
N43	C11	
N44	M6	
N45	N6	
N46	S5	
N51	U1	
N52	T6	
N53	C3	
N54	C9	
N60	W3	
N61	W3	
N62	W3	
N63	V5	
N65	X5	
N67	U2	
N74	S6	
N78	L11	

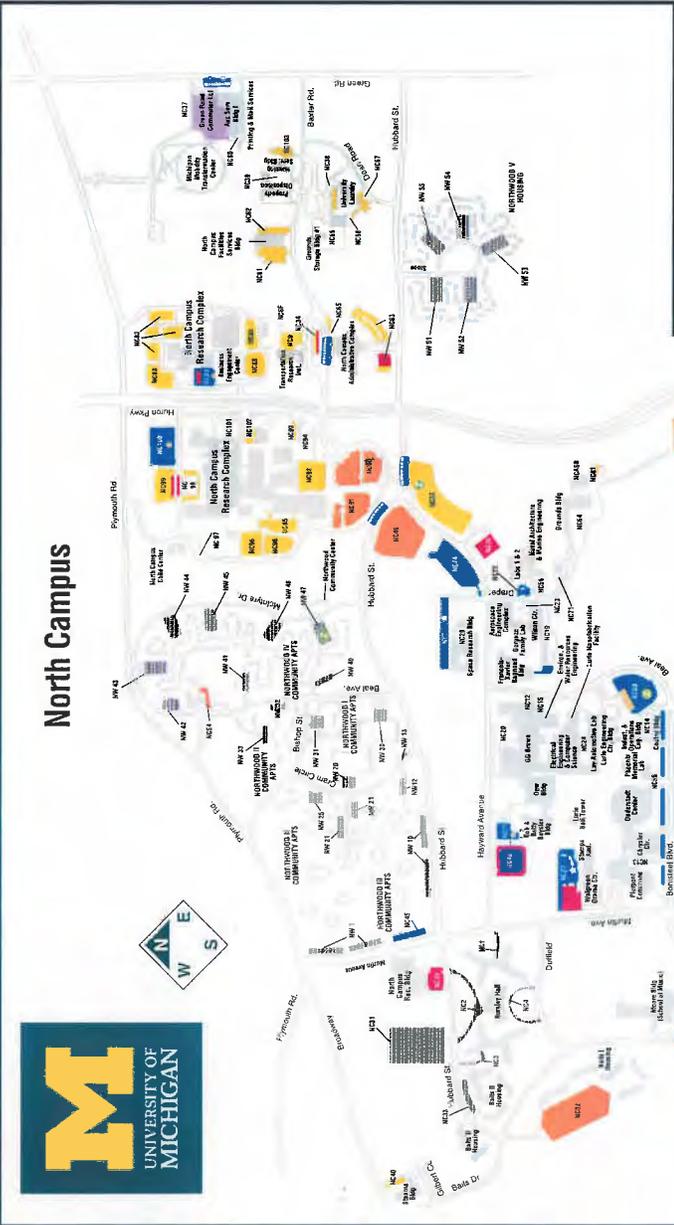
**Legend**

- Gold Parking - Permit Required
- Blue Parking - Permit Required
- Yellow Parking - Permit Required
- Orange Parking - Permit Required
- University Dock/Service Area
- Accessible Parking
- Motorcycle/Moped Parking
- AAATA (TheRide) Park & Ride
- Red - Visitor Parking
- Gate-controlled Parking
- Patient Parking
- Housing Lots - Housing Permit Required
- Proestrian Pathways
- U-M Bus Service
- Zipcar Parking
- Electric Vehicle Charging Station

**North Campus Parking Areas**

Lot #	Cross Ref.	Clearance
N033	V2	
N084	U3	
N085	U4	
N086	U4	
N090	T5	
N091	S5	
N092	T4	
N095	S4	
N096	S3	
N098	T2	
N099	T2	
N100	U2	
N101	U3	
N102	U3	
N103	R4	
N104	R4	

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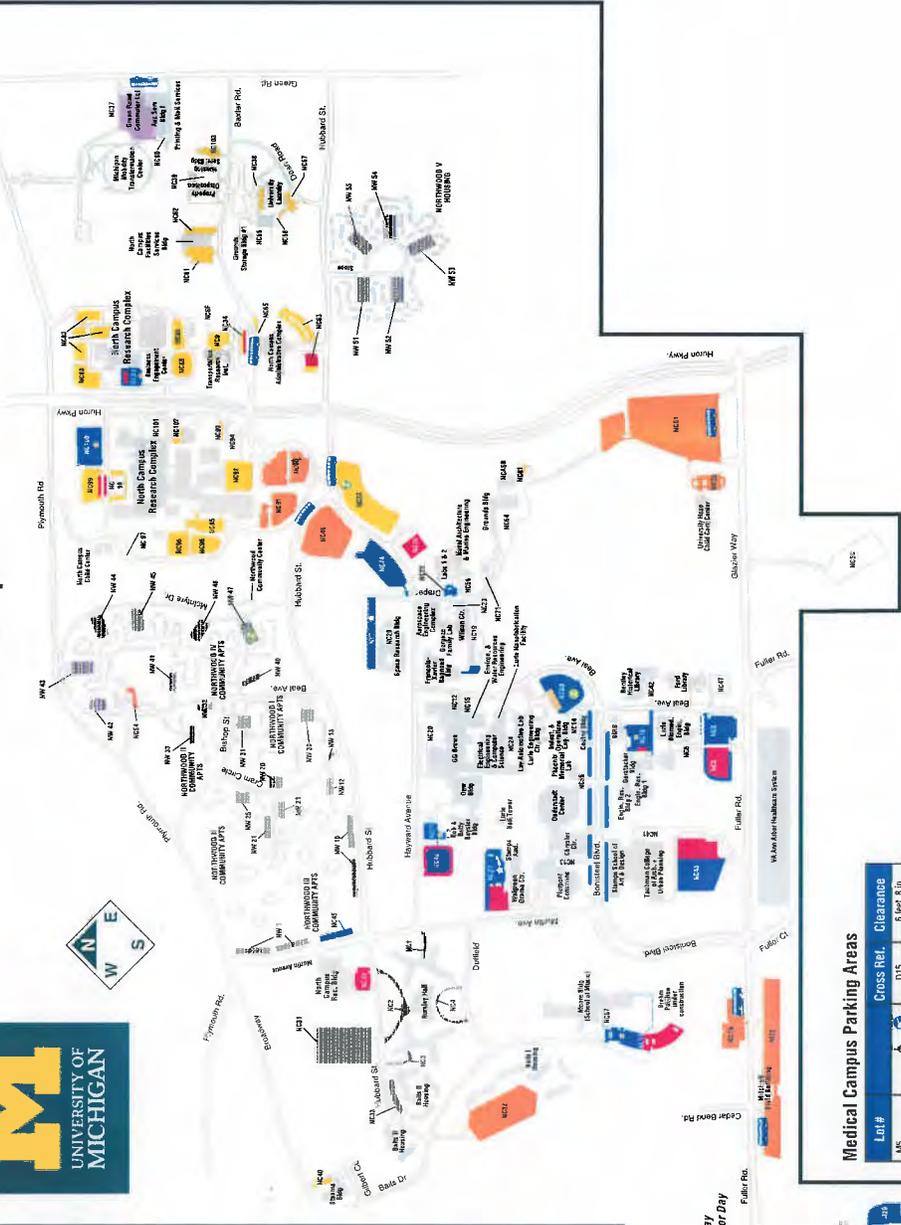
**Medical Campus**

Entire lot available Labor Day through Memorial Day  
West section only available Memorial Day through Labor Day



B  
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**North Campus**



**Ann Arbor**



**Medical Campus Parking Areas**

Lot #	Cross Ref.	Clearance
M01	D15	9 feet 5 in.
M02	E10	7 feet
M03	H15	7 feet
M04	H16	7 feet
M05	D16	
M06	H18	
M07	I14	
M08	H15	
M09	G18	
M10	C11	
M11	A10	
M12	G16	
M13	B17	
M14	C17	
M15	C15	7 feet
M16	B15	
M17	B14	
M18	B14	
M19	B13	
M20	D14	
M21	G12	
M22	L12	
M23	B10	
M24	G16	
M25	A16	8 feet 2 in.
M26	A16	8 feet 2 in.
M27	C10	
M28	D11	8 feet 2 in.
M29	H17	

# 2015 PARKING PERMIT PRORATION SCHEDULE

## July 1, 2014 - June 30, 2015

### Bi-Monthly

Annual permit rates may prorate down after 3 pm on the 14th and the last day of the month.

**Monthly Permit Rates**  
**BLUE** \$69.83

**Bi-Monthly Permit Rates**  
**BLUE** \$34.92  
**YELLOW** 12.79  
**ORANGE** 9.58

**Daily Permit Rates**  
 Fac/Staff Guest  
**BLUE** \$5.00 \$10.00  
**YELLOW** 3.00 5.00  
**ORANGE** 2.00 3.00

**Scratch Off Permit Rates**  
**BLUE** \$50.00

All **Presidential Society** permits are the full cost of a Blue permit. However, for Angell, Burton, and Haven society members, the parking fee is paid by a University account. The Ruthven and Hutchins societies pay a reduced fee and the remaining amount is paid by a University account. Tappan and President Club members pay the full rate.

Month	UC	Gold	Blue	Yellow	Orange	Retiree Gold	Retiree Blue	Vanpool	UM Bus Vehicle	Pres Club Tappan	Hutchins Ruthven
July 1-14	154.00	1,648.00	684.00	153.00	76.00	847.00	163.00	300.00	838.00	838.00	684.00
July 15-31	147.59	1,579.33	655.50	146.62	72.83	811.71	156.21	287.50	803.08	803.08	655.50
August 1-14	141.18	1,510.66	627.00	140.24	69.66	776.42	149.42	275.00	768.16	768.16	627.00
August 15-31	134.77	1,441.99	598.50	133.86	66.49	741.13	142.63	262.50	733.24	733.24	598.50
September 1-14	128.36	1,373.32	570.00	127.48	63.32	705.84	135.84	250.00	698.32	698.32	570.00
September 15-30	121.95	1,304.65	541.50	121.10	60.15	670.55	129.05	237.50	663.40	663.40	541.50
October 1-14	115.54	1,235.98	513.00	114.72	56.98	635.26	122.26	225.00	628.48	628.48	513.00
October 15-31	109.13	1,167.31	484.50	108.34	53.81	599.97	115.47	212.50	593.56	593.56	484.50
November 1-14	102.72	1,098.64	456.00	101.96	50.64	564.68	108.68	200.00	558.64	558.64	456.00
November 15-30	96.31	1,029.97	427.50	95.58	47.47	529.39	101.89	187.50	523.72	523.72	427.50
December 1-14	89.90	961.30	399.00	89.20	44.30	494.10	95.10	175.00	488.80	488.80	399.00
December 15-31	83.49	892.63	370.50	82.82	41.13	458.81	88.31	162.50	453.88	453.88	370.50
January 1-14	77.08	823.96	342.00	76.44	37.96	423.52	81.52	150.00	418.96	418.96	342.00
January 15-31	70.67	755.29	313.50	70.06	34.79	388.23	74.73	137.50	384.04	384.04	313.50
February 1-14	64.26	686.62	285.00	63.68	31.62	352.94	67.94	125.00	349.12	349.12	285.00
February 15-28	57.85	617.95	256.50	57.30	28.45	317.65	61.15	112.50	314.20	314.20	256.50
March 1-14	51.44	549.28	228.00	50.92	25.28	282.36	54.36	100.00	279.28	279.28	228.00
March 15-31	45.03	480.61	199.50	44.54	22.11	247.07	47.57	87.50	244.36	244.36	199.50
April 1-14	38.62	411.94	171.00	38.16	18.94	211.78	40.78	75.00	209.44	209.44	171.00
April 15-30	32.21	343.27	142.50	31.78	15.77	176.49	33.99	62.50	174.52	174.52	142.50
May 1-14	25.80	274.60	114.00	25.40	12.60	141.20	27.20	50.00	139.60	139.60	114.00
May 15-31	19.39	205.93	85.50	19.02	9.43	105.91	20.41	37.50	104.68	104.68	85.50
June 1-14	12.98	137.26	57.00	12.64	6.26	70.62	13.62	25.00	69.76	69.76	57.00
June 15-30	6.57	68.59	28.50	6.26	3.09	35.33	6.83	12.50	34.84	34.84	28.50

**DDA Surface Lots with Monthly Parking**

<u>name</u>	<u>address</u>	<u>monthly rate</u>
5th & Huron	115 S Fifth Ave	\$ 180.00
1st & William	300 1st St.	\$ 115.00
415 W Washington	415 W Washington	\$ 90.00

-----Original Message-----

From: Larry Baird [REDACTED]

Sent: Mon 8/18/2014 6:02 PM

To: Hieftje, John; Briere, Sabra; Kailasapathy, Sumi; Kunselman, Stephen; Petersen, Sally; Lumm, Jane; Taylor, Christopher (Council); Teall, Margie; Eaton, Jack; Anglin, Mike; Warpehoski, Chuck

Subject: Tonight's agenda item - D-2 -Fuller Parking Lease

City Council Members:

In regards to tonight's agenda item:

D-2 File #14-1159 Resolution to Approve Fuller Park Parking Lot Land Lease with the University of Michigan I would like to share with you the following information.

The Parks Advisory Commission did review and discuss at length the lease contract language.

Unfortunately, the discussion did not include a thorough review of the parks department and city master planning documents - specifically the PROS plan and the city's 2013 Non-Motorized Transportation Plan. Both of these planning documents clearly identify the long planned border to border trail connection running adjacent to the south side of Lot A. This future trail project will also utilize EXISTING road underpasses at Medical Center and Fuller which have been in place for decades.

If you look closely at the planning documents (specifically the maps on pages 183 and 184 of the Non-Motorized TP), the planned trail is squeezed in between Lot A and the railroad tracks and provides a straight line connection to the underpasses. Given the preferred wider trails now being used in Gallup Park and the Cascades, it is not clear from the map if there is enough room between the parking lot and MDOT's railroad right of way.

So at a minimum, PAC should have been informed of the potential impacts on this vital parks and Non-Motorized transportation plan project prior to their approval.

In addition, the contract contains an early termination clause with specific language for and I quote:

".relocating the Ann Arbor Amtrak intercity passenger station or developing a local connector service contemplating use of a part, or all, of Lot A."

The rationale for this type of clause is pretty clear. If the intent is to allow for future planning

flexibility, then why is the border to border trail, a very clear park's usage and a long, planned and documented project not given the same level of consideration as potential non-parks usage such as a train station and/or a "connector service"?

Unless the city's planning department can unequivocally state there is enough room to design and construct the trail without violating the terms of this contract, I would ask council to table this resolution.

When executing legally binding contracts that commit city parkland to non-park usage, both PAC and city council are acting as land stewards. The potential short term and long term impacts on the current park usage and future planned usage should be fully examined. Now is the time for this type of examination. Given the longevity of this parking arrangement with UM dating back to 1994 there may be a temptation to rubber stamp such contract renewals, but please keep in mind that many things can change over the next four years.

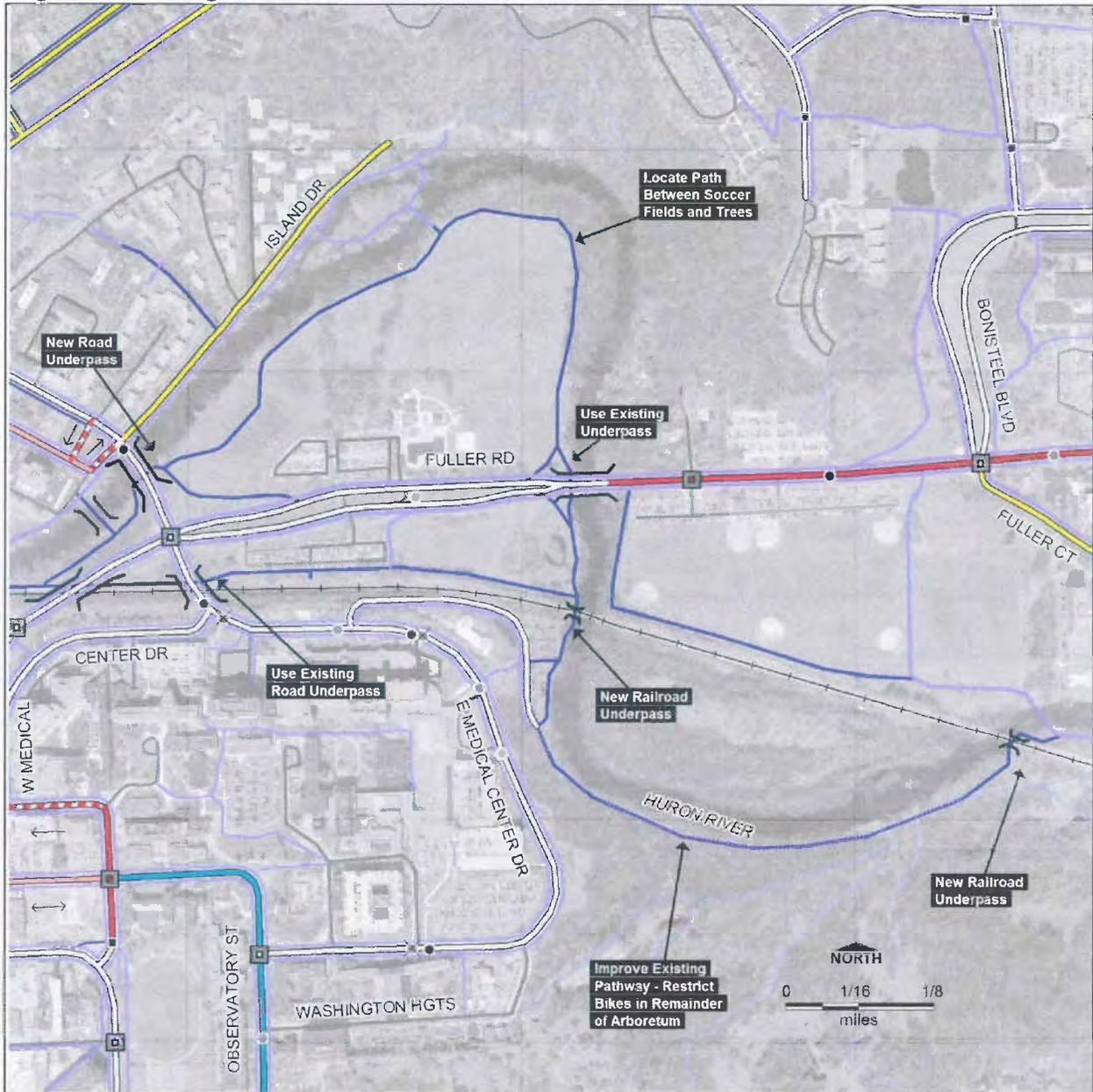
At the very least, the border-to-border trail deserves the same consideration within the contract language as the potential non-park uses such as a train station or transit center.

I hope you will consider this information when making your decisions tonight.

Sincerely,

Larry Baird  
1770 Riverwood Dr.

**Fig. 5.3F. Long-term Plan – Central Riverfront Detail**



**Legend:**

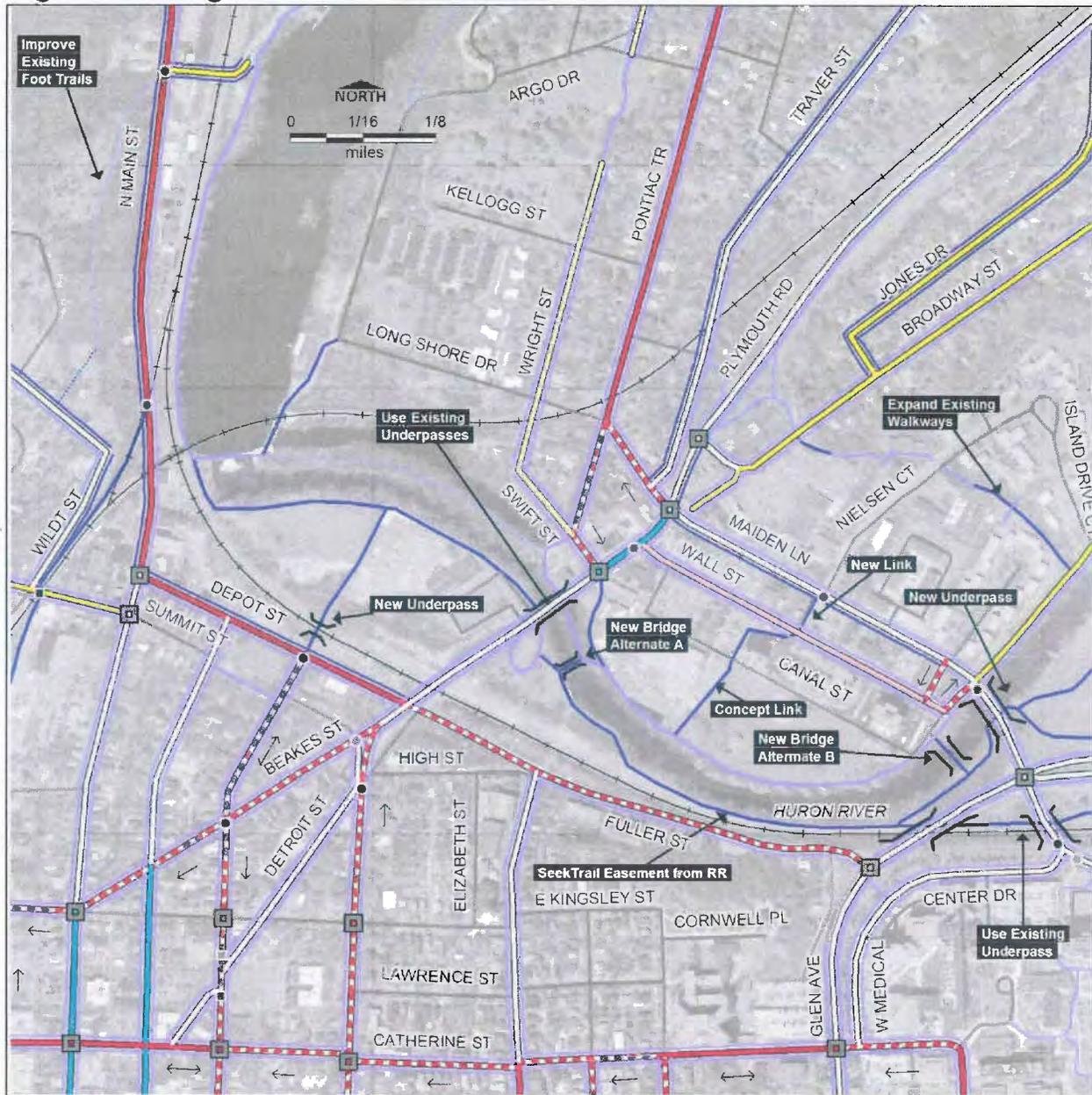
Existing: Proposed:

- Signalized Crosswalk
- Major Mid-block Crossing
- Minor Mid-block Crossing
- Remove Crosswalk
- Grade Separated Crossing
- Bicycle Lanes
- Bicycle Lane, 1 Side Only
- Signed Bike Route
- Shared-use Arrow

Existing: Proposed:

- Sidewalk / Walkway (< 8' wide)
- Shared-use Path (8 - 10' wide) includes Bridges and Boardwalks
- Foot Trail
- Other Features:**
- Local Road
- Freeway
- Railroad
- No Improvements Near-term

**Fig. 5.3E. Long-term Plan – West Riverfront Detail**



**Legend:**

**Existing: Proposed:**

- Signalized Crosswalk
- Major Mid-block Crossing
- Minor Mid-block Crossing
- Remove Crosswalk
- Grade Separated Crossing
- Bicycle Lanes
- Bicycle Lane, 1 Side Only
- Signed Bike Route
- Shared-use Arrow

**Existing: Proposed:**

- Sidewalk / Walkway (< 8' wide)
- Shared-use Path (8 - 10' wide) includes Bridges and Boardwalks
- Foot Trail

**Other Features:**

- Local Road
- Freeway
- Railroad
- No Improvements Near-term



# Fuller Park (South) Area



City of Ann Arbor Map Disclaimer: Map date 10/04/14  
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This map complies with National Map Accuracy Standards for mapping at 1 inch = 300 feet. The City of Ann Arbor and its employees make no warranty, expressed or implied, as to the accuracy and/or inappropriate use of information represented on this map.



Railroads  
Parcels

# Fuller Road Compromise, 1993

by Bob Elton, September 2011\*

I served as the chair of the Parks Advisory Commission in 1993, when the original agreement with the University was created. There was great enthusiasm in Ann Arbor for expanding and preserving the parks system, as shown by the enthusiastic passage of the original park acquisition millage in 1988. I had also served as the chair of the committee that got the millage on the ballot by initiative, and passed by a tremendous majority. It was clear to me then, and it still is, that people in Ann Arbor value their parks and the parks system.

City planners had laid out a plan for revising Fuller road as it passed the VA hospital. Unfortunately it required the removal of a couple of large burr oak trees. Needless to say, there were protests from the community.

It soon became obvious that there was a solution. Re-route the right of way only slightly, and the oaks would be saved.

The problem was that the U of M owned the land needed to change the routing. They were not interested in selling the city any land, not even the small amount, less than half an acre, needed to reroute the road and save the trees.

Then, the University came to PAC and asked for the temporary use of a small part of Fuller Park as a temporary parking lot. The representative from the university told us it was a temporary parking lot until some of the construction of the new hospital complex was finished.

"We only need this for a year or two" he said.

I was stunned. The university was stonewalling us about a sliver of land that they had no real use for, or even the glimmer of plans for use, and at the same time asking us for a favor.

I suggested that perhaps we could trade, the sliver of land to save the oaks in return for the temporary parking lot.

"They're not the same issue" he said.

But, I suggested, they could be made into the same issue, and I intended to do just that.

At the next PAC meeting, the representative of the university was back. "We only need this lot for a little while, and we can return the land to its original form, replant the grass." That was the promise.

PAC voted to have Ron Olson negotiate a deal to swap the sliver of land to save the trees for the temporary use of this piece of the park.

"If we can negotiate this issue and save the trees, we'll be the real heroes" I said, and was quoted in the newspaper.

PAC agreed that the city would loan the university the parkland for a parking lot, temporarily, and that the university would cede the sliver of land needed to save the trees to the city. Council approved the agreement, and the deal was done.

The land was clearly parkland at the time, and it still is parkland, purchased with money raised by taxing the citizens of Ann Arbor. It is clearly shown to be parkland on the city maps in 1993, and it still is. To claim otherwise is more than a little devious.

I considered saving the oak trees a significant achievement of my tenure on the Parks Advisory Commission.

## Time passes

The "temporary" parking lot seemed to take root. Almost 2 decades later, it was still there, albeit still unpaved. I suspect that most people were happy enough to have saved the trees that they paid little attention to the lot.

Memories fade over time, including mine. It is obvious now, after reading about the agreement that we reached, agreeing to a 15 year loan of the land, meant that the university had no intention of having a "temporary" parking lot. And, agreeing that they could continue to renew the loan agreement indefinitely, reinforces the sense that this was never going to be temporary.

Had we been a little less elated over saving the trees, and a little more critical of the agreement, perhaps we should have realized this at the time. But we didn't.

## So, what's the point?

Ann Arbor, city of trees and parks, is apparently willing to give away part of a park, on the river, for a parking structure, and even assume some of the financial liability, of the structure, in return for an ephemeral vision of train travel that may not arrive, and even if it does, offers no real solution to either energy, pollution or safety concerns. How does this benefit the citizens of Ann Arbor?

*\*In 2009 the FITS (Fuller Intermodal Train Station) "concept was presented to PAC, and it was apparent that the fact that the site was Parkland was obfuscated "it's been a UM parking lot for twenty years". This is part of the history I got from Bob in an effort with others to reconstruct the history of the parking leases and the protection of the Bur Oaks. Gwen Nystuen, member of PAC in 2009.*

liable for the biggest chunk of the back taxes, at \$680,000. The city owed the county

This resolution passed Council in December 1992, and the story appears to be

items and mental health consumers, many of whom would, without such a facility,

percent of median income don't live in the shelter; they're the ones who work at the shelter.

# Heritage Oak Update

by Barbara Bach

Ann Arbor citizens value and support their parks, open spaces, wetlands and trees and, it's up to us to insist on putting existing guidelines into planning ordinances and development practices. The city doesn't identify what's important to protect nor support development in an ecologically sound way.

Two projects with enormous impact on Ann Arbor's remaining valuable natural features have come before Council this past year: the VA expansion project and road in a very old Oak Grove and a development plan in woodlands off Green Rd. Negotiations between citizens and planners/developers have been non-existent or so fragile in the eleventh-hour, we could hardly breathe at times. Here is a summary of the status of these projects —

## Oak Grove at the Veterans Hospital Expansion Project Site

*The plus side —*

- The Oakway realigned road is no longer in the magnificent oak grove and will be located further east.
- The VA has promised no water drainage into the off-site grove and

no construction disturbance to off-site woodlands.

*Problems —*

- The nose (1/3 of the new VA parking structure) will substantially intrude into valley of oak grove and other valuable specimen trees. Total structure will be 5 to 6 stories high and cover an area of a football field. Clearing and construction begins November 1. Final drawings were available to us just 3 weeks ago.
- Signed agreement from VA officials of details for preserving off-site trees during construction still pending.

*Unfinished business —* how to get public concerns addressed when there is no "law" requiring public dialogue on major federally funded projects?

## Woodlands at Green Road Parcel — (Gunther) Proposal

*The plus side —*

- Residents convinced city Planning Department and Council public serious about environment and ecosystem preservation.
- Verbal agreement reached regarding value of Natural features on this

- site and important to protect.
- Finally sitting at table to write agreement (PUD — a Planned Unit Development, which functions as an ordinance for the specific site for which it is written and allows for exemptions from extant zoning) to protect natural features for long term health.

*Problems —*

- Citizens fought the same battle five years ago, but now they have to do it again.
- A written agreement to protect and maintain all of the important natural features on this site is still pending.

*Unfinished business —* A tier such an agreement is written, we still have the problem of how to enforce protection during the construction and life of the natural features saved.

For more information and to help, leave a message at 994-4571. We can use your assistance. Thanks to Ann Attarian, Warren Attarian, Barbara Bach, Wendy Carmen, Chris Graham, Kim Waldo, Peter Ward, and many others.

WE'VE BARELY BEGUN TO GET A PRESERVATION MESSAGE ACROSS. A MAJOR SHIFT IN CITY POLICY IS REQUIRED.

Oakway Realignment Coalition





## Fuller Road Oak Trees

On September 22, the city's Urban Forestry and Natural Resources Planning Coordinator met with Veterans Administration (VA) Hospital staff for a site visit to assess and discuss trees on the VA property. Several areas of the property were assessed during the site visit and they are identified in the attached map. The field visit started at the dirt contractor parking lot off Fuller Court. At this site, City staff observed two dead Hickory trees within the parking lot, an oak tree that is showing signs of decline at the southeast corner of the parking lot and a dead oak tree approximately 15-20 feet east of the parking lot. The two Hickory trees appear to have died due to soil compaction caused by vehicles parking on the trees' roots, and the oak on the corner of the parking lot also appears to be suffering damage due to soil compaction. The suspected cause of death of the dead oak tree located outside the contractor parking lot could not be determined.

The second area inspected was northeast of the VA parking structure. This area is also a dirt parking lot and contains staff vehicles and VA emergency buses. City staff observed several dead Burr oak trees in this parking area (see pictures below). Vehicles have been parked on the roots of these trees and they also appear to have died due to soil compaction.

City staff and VA staff walked through the wooded area east of the VA parking structure and west of Fuller Road. This wooded area is owned in part by the VA and in part by the University of Michigan. The trees within this area are maintained as a natural ecosystem, and they appear to be in good health. This woodlot contains many large oak trees, including two Burr oaks that are just east of the VA Hospital entrance off Fuller Road, these trees also appear to be in good health.

While the City does not have jurisdiction over trees on the VA Property, city staff provided the following recommendations to VA staff to address the dead trees and to preserve and protect remaining trees on their property. The VA staff were very receptive to the suggestions provided by city staff.

### **Contractor Parking Lot (off Fuller Court):**

- Remove dead trees
- Remove parking spots from under struggling oak tree at the corner of the parking lot
- Prune deadwood from oak tree
- Add mulch to former parking area under the mulch to improve soil composition
- Move vehicle/equipment from the critical root zone (dripline) of any trees that are on the edge of the parking lot.

### **Parking area northeast of Parking Structure:**

- Remove dead trees
- Pull vehicles on the east side of parking area away from the edge of the woodland and add protective fence at the edge of woodland.
- Add mulch to former parking area to improve soil composition



Dead Burr oak trees northeast of VA parking structure. View from parking structure (left photo). View from lawn area north of parking structure (photo below)



- Avoid parking trees and/or equipment in the critical root zone (dripline) of any trees that are on the edge of the parking area.

The University of Michigan arborist was to attend this site visit but had to cancel unexpectedly due to another meeting. City staff followed-up with the University arborist.





VA Hospital

U of M Property

Glazier Way

Beal Ave

Fuller Rd

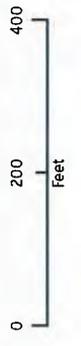
Oakway Rd

Fuller Ct

N Campus Blvd  
N Campus Blvd

D-7

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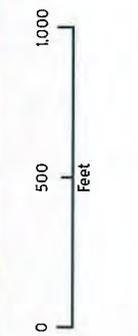


	Railroads
	Parcels

# Fuller Park looking East



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— Railroads  
 Parcels

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**Ann Arbor Station**  
**Chronology and Background**  
September 4, 2018

- City’s application, April 2011, included a required Statement of Work describing a project location referring solely to the site along Fuller Road
- Initial Grant award and Agreement between Federal Railroad Administration (FRA) and Michigan Department of Transportation (MDOT) September 2011. \$3.5M 80% Federal 20% Local
  - Grant funding assumed a thorough Alternatives Analysis (AA) process prior to preparation of a complete Environmental Assessment (EA) for a single site and associated 4(f) analysis for the defined site, Fuller Park. Preliminary (PE) was to follow completion of the EA process. The production and completion of a Finding of No Significant Impact (FONSI) is explicitly listed under Task 3 Environmental Review in the grant application, with Task 4 being PE
  - MDOT/City Agreed to complete an FRA-approved Environmental clearance document for the project at this location and also consider the required “No-Build” option in the environmental review.
  - The Agreement referenced the completion of a 4(f) compliance review – given the site proposed in the application is within a local park
- Following FRA staff guidance eight site alternatives were identified and winnowed down to four site alternatives in a Phase I Alternatives Analysis (AA) report dated October 2014
  - AECOM and the City attempted to move the AA forward in response to FRA guidance.
  - During development of Alternatives Analysis Phase II, in December 2014, FRA staff responded to an AECOM technical report by “directing” the local project team to bring the Michigan Central Depot (MCD) to the same level of design of other build options under consideration. The AECOM has submitted clear documentation demonstrating and stating this National Register Historic structure and site were not a good fit for the project.
- The local team expended time and resources developing additional detail to include the MCD as an alternative in all further efforts per FRA direction.
  - There were several teleconference sessions that occurred between the City’s Project Team, MDOT and the FRA to clarify information necessary to satisfy FRA’s requirements for an AA. FRA staff provided example reports for the City Team to use as AA guide. Subsequent communications from the FRA indicated they “no longer support that report’s approach. “ This resulted in preparation several iterations and major revisions to the methodologies employed in this analysis.
- AA Phase II draft submitted to FRA March 25, 2016
- FRA responded with comments on April 2016

- City resubmittal AA Phase II, June 6, 2016
- FRA review completed July 8, 2016
- City responded August 11, 2016
- - Failing to obtain FRA’s approval to move only one site forward from the AA process into the Environmental Assessment (EA), the local team agreed to bring four build alternatives forward into the EA. FRA’s direction below:
 

*“Following up on our conversation this morning, NEPA requires that the federal agency (FRA) evaluate all reasonable and feasible alternatives. Alternatives are determined feasible if they meet the project’s purpose and need. Because the alternatives under consideration are all feasible and none of them have been determined infeasible, FRA suggests carrying all the design alternatives forward for evaluation in the EA.  
Melissa”*
- FRA accepts AA Phase II report recommending four sites carried into the EA on August 30, 2016
  - FRA stated that the EA process will provide additional information allowing for selection of a preferred alternative. FRA declares the Ann Arbor Station AA Phase II completed September 2016.
- November 11, 2016, AECOM submitted correspondence to MI SHPO coordination related to Cultural Resources. FRA subsequently notifies AECOM to stop communicating with the SHPO and establishes only the FRA can coordinate Cultural Resources communications with the MI SHPO
  - FRA Staff did not resume formal coordination with the SHPO until summer 2018
- Initial draft EA submitted to FRA in December 2016, including technical reports e.g., traffic engineering report, etc.
- May 2017, round three of submit, comment, revise and continue to receive “new” requests for work such as conduct of Historic Structure Report for the Michigan Central Depot.
  - FRA advised the City that grant funding was to end in summer 2017, with time for performance extended to the end of the Federal FY, September 2018. FRA offered a tapered match with the FRA agreeing to incur all project costs as federal share allowing the City to continue to work on the project using local resources to match the federal funds awarded.
- Following FRA direction PE initiated on Four build alternatives
- June 2017 Draft EA provided to MDOT/FRA for Review
- June 30, 2017, City continues development of EA but suspends PE activities on all four sites due to contract sun setting
  - Total Federal costs incurred approximately \$1.46M

- September 15, 2017, City provides EA to FRA for Signature
- September 2017 FRA approves EA for publication and comment period. City facilitates 45 day public review process
- November 2, 2017 Public comment period ends.
  - November 21, 2017, Comment and Response document and draft 4(f) finding as well as preliminary FONSI forwarded to FRA
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- February 7, 2018, City receives FRA comments of draft materials
- March 30, 2018, AECOM prepares revised EA, submitted to FRA
- April 26, 2018, PE activity resumes on Fuller Road Site - following FRA;'s guidance:

*“In reviewing the quarterly report for FR-HSR-0066, I am extremely concerned that PE is “suspended” and completion of the scope of work is “at-risk.” As requested many times previously, FRA asks that the MDOT and its subgrantee, the City of Ann Arbor, move forward and complete PE for the City’s identified Preferred Alternative – the Fuller Park Road Alternative – immediately to ensure that all grant deliverables can be received by FRA and reviewed prior to the expiration of the grant on December 31, 2018. With only 7 months remaining to complete the grant scope of work, there is no time for further delay. The quality of the City’s deliverables to date have required multiple rounds of review and revision before FRA can accept the deliverables as complete. Therefore, to allow sufficient time for review and revision, FRA again asks that PE activities resume immediately.*

*Further, FRA did not agree and has not advised that PE should be “suspended” until there is a de minimis finding for Section 4(f) of the U.S. Department of Transportation Act is complete. As reminder, FRA would make a finding pursuant to Section 4(f) at the same time FRA would issue an environmental decision document, which is anticipated to be a Finding of No Significant Impact. PE is to be completed concurrently with the NEPA process as FRA cannot issue an environmental decision without confirming that the final PE deliverables have been fully evaluated in the environmental document.*

*If you need further clarification, please let me know and I will arrange a conference call. Please inform FRA when PE has resumed.*

*Melissa Hatcher  
Federal Railroad Administration”*

- June 1, 2018, FRA response to redrafted EA document
- - Requirement to prepare revised EA and conduct associated 30 day public comment period. FONSI will not be issued until both NEPA process and PE are satisfactorily completed
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- August 16, 2018, Authorization to conduct required Archaeological Inventory was authorized by FRA. This is a prerequisite to the preparation of the FONSI
- August 2018 Archaeological survey completed

- Total City commitment to date \$814,109 resulting in city share well in excess of the 20% local share of the original grant. (An additional almost \$100K amendment from AECOM, the NEPA contractor to complete EA process is pending)