



TO: Mayor and Council

FROM: Tom Crawford, Interim City Administrator

CC: Michael Cox, Police Chief
Derek Delacourt, Community Services Area Administrator
John Fournier, Assistant City Administrator
Matthew V. Horning, Interim CFO
Craig Hupy, Public Services Area Administrator
Earl Kenzie, Wastewater Treatment Manager
Brett Lenart, Planning Manager
Remy Long, Greenbelt Program Manager
Molly Maciejewski, Public Works Manager
Aimee Metzger, Deputy Police Chief
Tom Shewchuk, ITSU Director

SUBJECT: September 21, 2020 Council Agenda Responses

DATE: September 17, 2020

CA-2 - Resolution to Approve a Purchase Order for Multi-Year Enterprise Agreement with Microsoft Corporation and CDW Government, LLC (\$445,419) (8 Votes Required)

Question: Regarding CA-2, the cover memo indicates this is the 3rd year of the agreement. How long is the agreement, what is the basis of the cost (number users, applications, other), and is there an annual cost escalator? Also, the variance to budget is significant (\$133K, or 42%), and can you please provide additional detail beyond the overview provided in the cover memo. Finally, are the added costs/applications expected to continue post-pandemic? (Councilmember Lumm)

Response: We are entering year 3 of a 3-year agreement. Pricing will be renegotiated when we enter a new 3-year agreement in FY22. Please see list below for basis of cost and explanations of which components contributed to cost and the reasons.

The agreement is increasing in cost for a few specific reasons, including:

- Information Technology has just purchased and implemented the Enterprise Mobility and Security suite to provide a variety of features and security protections. IT staff is finding it is manually remediating threats on a weekly basis and wants these controls to provide better automated protections. This increased annual cost by \$108,391.50 and includes:
 - Intune system to help administer devices off network in homes; ability to distribute patches from the cloud to reduce our Internet bandwidth consumption
 - Self-service password reset
 - Automated threat management via machine learning to reduce sudden IT staff administration and mitigation
 - Synchronization between on-premise and cloud for automated access setup for our users
 - Conditional access to restrict access to Office 365 resource from outside geographical locations
 - Ability to integrate with Duo multifactor authentication from the cloud to increase access to resources in the event of a City network outage
- Energov project (Software used by our building inspectors) increased annual Windows Server license cost by \$4,998.60 and the cost of our SQL server license by \$22,535.40.
- We have increased costs associated with our organization wide deployment of Microsoft Teams because of the pandemic totaling \$3,110.81.

In addition, the Microsoft agreement generally covers:

- Office 365 usage for 950 City staff;
- Windows desktop licensing for 850 systems;
- Windows Remote Desktop licenses;
- Windows Server licensing covering 200 virtual servers and 19 physical servers;
- SQL Server licensing
- Microsoft Project and Visio desktop software;
- Power BI, PowerApps, Flow and Visual Studio software and services for IT development;
- Azure subscriptions for hosted computing services in the Microsoft cloud;
- Advanced security email protection;
- Enterprise CAL licenses to allow users to access server resources;
- Teams audio-conferencing licensing (that became necessary during COVID);

CA-6 – Resolution to Execute a Commitment Letter for up to \$587,500.00 for a Michigan Natural Resources Trust Fund Grant Application for Purchase of Conservation Easements

Question: Q1. The City is contributing to the purchase of these four conservation easements, but the County is not contributing. Was the County asked to participate and if not why not? Also, have there been any purchases of development rights or

conservation easements inside the greenbelt boundary where the County has provided funding, but the City's greenbelt program didn't? (Councilmember Lumm)

Response: Superior Township will submit an official funding request to the Washtenaw County Parks & Recreation Commission's Natural Areas Preservation Program (NAPP) once the November 4th, 2020 NAPP millage renewal is decided. If renewed, there is a high likelihood that NAPP will contribute to this portfolio of conservation easement projects. In lieu of an official financial commitment at this time, the Washtenaw County Parks & Recreation Commission submitted a letter of support to the Department of Natural Resources for this Michigan Natural Resources Trust Fund grant proposal. In that letter, it was expressed that this portfolio of projects was aligned with the mission and goals of the NAPP program.

To staff's knowledge, Washtenaw County Parks & Recreation Commission's Natural Areas Preservation Program (NAPP) has not purchased a conservation easement within the Greenbelt District without City partnership.

Question: Q2. How did (or would) these four properties score in the greenbelt scoring system? (Councilmember Lumm)

Response: To ensure efficient use of staff resources and funding, each project will be scored once the grant is approved and the parcels individually come before the Greenbelt Advisory Commission and City Council for consideration. Superior Township has done a preliminary review of the parcels and believes they are good candidates for conservation, which they will document in their grant application. This process is typical for grants of this nature.

Question: Q3. The cover memo indicates the letter does not obligate the City to expend funds or enter into agreements. Assuming that's accurate, what is the purpose of this "commitment" letter? (Councilmember Lumm)

Response: The letter is required by the granting agency. It may be most appropriate to consider the "commitment" a verification by each partner that local funds are available for these projects should (1) the MNRTF grant be awarded to Superior Township, (2) the individual projects meet the protection criteria set forth by the Greenbelt Advisory Commission, and (3) receive final approval from City Council.

CA-9 - Resolution to Approve a General Services Agreement for Electrical and Instrumentation Support Services with Utilities Instrumentation Service, Inc. for the Wastewater Treatment Services Unit, RFP #20-28 (\$90,000.00)

Question: Regarding CA-9, the cover memo indicates the Decima bid was lower than UIS – how much lower? (Councilmember Lumm)

Response: The costs provided by Decima and UIS were hourly rates for various job classifications. The following are the hourly rates for the job classifications provided by Decima: Project Manager (\$75 - \$195), Instrument Technician (\$65 - \$169), Electrician (\$68 - \$176.80), Apprentice (\$44 - \$114.40), General Labor (\$40 - \$104). Decima included an annual inflation rate of 2% and a 5% mark-up on subcontracted work. UIS provided the following job classifications and hourly rates: Instrument Technician (\$136 - \$222), Programmer (\$160 - \$222), Electrical Technician (\$149 - \$222).

UIS indicated these rates were in effect for the first two years of the contract and subject to negotiation for the third year. The ratings for the fee proposals were 58 out of 60 for Decima and 30 out of 60 for UIS. UIS did not indicate the use of any subcontractors but Decima did. Decima did not clarify what the Project Manager's role would be or why this highest paid position was included, and UIS did not propose to include a Project Manager. In addition, both companies listed the staff members for each job classification and their qualifications. Decima had one person for each job classification except the Electrician, which included one Journeyman and one non-Journeyman level person. UIS listed three Instrument Technicians, two Programmers and six Journeyman Electricians, who are all certified by the International Electrical Testing Association. Based on UIS's knowledge and experience with the facilities to be maintained, they are a better value to the City.

CA-11 – Resolution to Approve Amendment #1 to the General Services Agreement with Margolis Companies, Inc. for the Purchase, Delivery and Planting of Trees along City Street Rights-of-Way (\$160,775.00)

Question: In the contract, page 11 (section K), Margolis is committed to watering every other week during the "growing season" of April to November. Is this a long-standing requirement for contracts like this? I ask because I've heard several reports of trees planted in public right of ways that were not watered and did not survive. I'm curious if watering was perhaps not part of previous contracts, is this anything different from what happened before? (Councilmember Nelson)

Response: Watering is a requirement of the planting contracts. There were challenges with the previous contractor not watering and staff has taken corrective measures with the contractor. Margolis is our current contractor and they are performing all watering and other contractual obligations as required.

CA-12 – Resolution to Approve a Contract with the Michigan Department of Transportation for the Fuller Court Sidewalk Gap Project (\$147,019.00)

Question: Regarding CA-12, it's very disappointing that UM has withdrawn funding for their portion of this project and as a result, there will not be a connected sidewalk. Has the University withdrawn funding or support for any other city projects or initiatives? (Councilmember Lumm)

Response: At this time, U-M has backed away from funding commitments for most capital improvements, with the exception of a few projects that are currently underway.

CA-16 - Resolution to Approve the Installation of Traffic Calming Devices on Fernwood Avenue (Packard Street to Lorraine Street) (\$152,435.00)

Question: Regarding CA-16, while 79% (22 of 28) of neighbors support the plan which more than meets the 50% criteria, the 28 responses represents only 23% of the 120 valid addresses in the project area. Is there a minimum response rate required in the traffic calming program (in addition to the 50% support requirement) and if not, wouldn't it make sense to have one? (Councilmember Lumm)

Response: There is not a minimum response rate in the traffic calming program. There used to be one in the previous program, but some petitions failed to advance because the minimum response rate was not met even though there was seemingly overwhelming support for the project. Consequently, the change was made to consider support from the responses received – this change was approved by City Council in the update to the program in late 2018. It has also been staff's experience that neighbors who are opposed to the project often let their intentions be known more readily than those in support (or those who are ambivalent) – as such counting the support/opposition from received responses seems reasonable.

CA-19 - Resolution to Approve Change Order No. 1 with Cadillac Asphalt LLC for the 2020 Street Resurfacing Project (ITB-4260, \$8,899,300.00) in the amount of \$230,418.69 and to Appropriate \$73,000.00 from the Alternative Transportation Fund, \$152,435.00 from the Local Street Fund, and \$60,000.00 from the Downtown Development Authority (8 Votes Required)

Question: Regarding CA-19, does the \$110K indicated here (\$27K for Healthy Streets - neighborhood slow streets; \$47K for Healthy Streets - downtown; and \$36K for Healthy Streets- outside downtown) represent the total expenditures for the Healthy Streets program and is it just out-of-pocket costs or does it also include costs for staff time? Also, what is the cost estimate to unwind the neighborhood slow streets and outside downtown programs? (Councilmember Lumm)

Response: The costs associated with CA-19 are the contractor costs for cones, barricades, barrels, pavement markings and any other efforts by Cadillac or their subcontractors to deploy and maintain the Healthy Streets program – it does not include staff time. The costs to end the healthy streets (and restore the streets to their previous condition) are included.

Question: Also on CA-19, the change orders are related to work/cost for the healthy streets program and for the traffic calming on Fernwood and not to street re-surfacing. Plus, I may be wrong, but I wouldn't think Cadillac Asphalt did/will do most of the

work. Assuming that's correct, it's not clear why these costs are being treated as a change order to the street re-surfacing contract with Cadillac Asphalt and not separate, stand-alone projects – can you please explain? (Councilmember Lumm)

Response: In the interest of deploying Healthy Streets and the Fernwood traffic calming project as expeditiously as possible, the City used its existing, competitively bid contract with Cadillac to deploy the treatments. Cadillac's contract for resurfacing already includes pay items for all of the necessary work elements to accomplish Healthy Streets and Traffic Calming. This contract amendment is intended to restore the full contract amount for resurfacing and appropriate different funds for the work associated with Traffic Calming and Healthy Streets.

C-1 - An Ordinance to Amend Chapter 55 (Unified Development Code), Rezoning of 12.8 Acres from PL (Public Land) to PUD (Planned Unit Development District), Veridian at County Farm PUD Zoning and Supplemental Regulations, 2270 Platt Road (CPC Recommendation: Approval – 8 Yeas and 0 Nays)

Question: Q1. Is the County a partner at all in these developments or does the County retain any ownership (or are the properties sold outright)? (Councilmember Lumm)

Response: Washtenaw County is not retaining ownership, nor is a partner. The County intends to sell the property outright. The County does retain a right to repurchase the property if development does not occur within a particular period of time after closing.

Question: Q2. When there is a PUD like this with two site plans/projects, I'm assuming the supplemental regulations remain with both properties regardless of what may happen to either individually – correct? (Councilmember Lumm)

Response: Correct.

Question: Q3. In a similar vein, there is a requirement for the South project that if the North project does not go forward, 15% of the South units must be affordable housing. Does that requirement have a time limit? Does it also mean that if for some reason the North project initially was affordable housing, but changed, the South would then need to include 15% affordable housing? (Councilmember Lumm)

Response: Regarding the affordable housing requirements, there is no time limit. It is a requirement of district that must be satisfied and maintained as long as the zoning designation and PUD Supplemental Regulations are in effect. Regarding changes, it is possible for the North to reduce the number of affordable housing units at some time in the future after development (but not less than 15% of all dwelling units). In this same circumstance, it would be the responsibility of the South developers ensure their affordable housing responsibility is maintained. Alternatively, in this hypothetical scenario, the South developers could also switch to fulfilling their affordable housing requirement through the payment in lieu option.

Question: Q4. Is Avalon requesting (or planning to request) any financial or other support from the City for the North affordable housing project? (Councilmember Lumm)

Response: Avalon will be requesting a development-specific PILOT for Veridian. It is possible that a future request could also include Ann Arbor Affordable Housing Funds for this development.

Question: Q5. Can you please elaborate on the requirements to be a *Living Community Challenge Project*? Does that designation come with any grants or ongoing financial (or other) support? Also, can you briefly describe what the requirements are to achieve the *Enterprise Green Certification*? (Councilmember Lumm)

Response: *The following information has been provided by THRIVE Collaborative, the south parcel developer:*

The Living Community Challenge [LCC] brings the Living Building Challenge to scale. It is widely considered to be the world's most stringent green building standard for its holistic and performance-based approach. We will be submitting a Living Community Challenge Master Plan to the International Living Future Institute for approval as an "LCC Compliant Master Plan". It is likely to be the world's first neighborhood LCC Compliant Master Plan. The LCC is embedded into our design philosophy and we will share this document publicly for educational purposes. THRIVE will be seeking "Petal Recognition" and targeting Zero Energy. Please see details below on the Certification Process.

LCC does not come with grants or ongoing financial support. However, LCC does give us a unique opportunity to seek grants for specific elements that have larger community impact. For example, we have already created partnerships to explore grid-interactive energy & resiliency grants as well as grants for nature play, urban agriculture and restorative landscaping.

Certification Process

The ILFI realizes that community-scale initiatives can take years or even decades to fully realize, and since full certification is based upon measured performance, the certification process provides a sequence of interim steps and resources to offer project teams the greatest potential for success. Aspiring LCC projects are registered with an application and fee, which provides access to ILFI staff expertise and guidance, along with project exposure. Each LCC project begins with a planning process that ultimately leads to the submittal of a Master Plan. Depending upon the time frame, context, stakeholders, and other items, the planning process can be split into an initial Vision Plan phase, which is then followed by more comprehensive, detailed Master Plan that is reviewed for compliance with the standards. Once the Master Plan compliance has been confirmed, the project is classified as Emerging, a designation that remains throughout the Implementation phase. The time frame of the Implementation phase can also range widely. Once completed, full certification can be sought; individual Petals can be certified independently; once a Petal is achieved, it becomes a Certified Petal Community, and

then when all seven Petals are certified, then a full Certified Living Community. There is also a compliance path for a Certified Zero Energy Community.

 Solutions beyond project footprint are permissible

THE 20 IMPERATIVES OF THE LIVING COMMUNITY CHALLENGE

	LIVING COMMUNITY CHALLENGE	
PLACE		01. LIMITS TO GROWTH
	SCALE JUMPING	02. URBAN AGRICULTURE
		03. HABITAT EXCHANGE
		04. HUMAN-POWERED LIVING
WATER	SCALE JUMPING	05. NET POSITIVE WATER
ENERGY	SCALE JUMPING	06. NET POSITIVE ENERGY
HEALTH & HAPPINESS		07. CIVILIZED ENVIRONMENT
		08. HEALTHY NEIGHBORHOOD DESIGN
		09. BIOPHILIC ENVIRONMENT
		10. RESILIENT COMMUNITY CONNECTIONS
MATERIALS		11. LIVING MATERIALS PLAN
		12. EMBODIED CARBON FOOTPRINT
		13. NET POSITIVE WASTE
EQUITY		14. HUMAN SCALE + HUMANE PLACES
		15. UNIVERSAL ACCESS TO NATURE & PLACE
		16. UNIVERSAL ACCESS TO COMMUNITY SERVICES
		17. EQUITABLE INVESTMENT
		18. JUST ORGANIZATIONS
BEAUTY		19. BEAUTY + SPIRIT
		20. INSPIRATION + EDUCATION

The following information has been provided by Avalon Housing regarding Enterprise Green Standards for the northern parcel:

[Enterprise Green Standards are] a nationwide certification program that is focused on green commitments specifically within affordable housing. Enterprise Green covers eight main areas: Integrative Design; Location and Neighborhood Fabric; Site Improvements; Water Conservation; Energy Efficiency; Materials; Healthy Living Environments; and Operations, Maintenance and Resident Engagement. To obtain Certification, applications need to achieve all the applicable mandatory criteria, along with a designated number of optional points. Certification is reviewed at Pre-Build, prior to beginning construction; and again at Post-Build, as construction is being completed. Certifications

are awarded upon approved Post-Build submission. Standards include items such as achieving Energy Star New Homes certification; access to transportation; inclusion of water and energy conserving fixtures; using healthy materials such as low/no VOC paints/sealants; using recycled materials and/or regional materials; incorporating healthy ventilation systems; and providing longer term tracking of energy use, among many other items. Avalon has followed Enterprise Green standards since 2011 as part of our County HOME-funded developments and has achieved Certifications through Enterprise directly for two developments with three more currently in process.

Question: Q6. The supplemental regulations limit density to 16 units per acre and the Staff Report indicates that's similar to R4B (and less than R4C). What was the rationale for establishing the density at that level? (Councilmember Lumm)

Response: Staff's analysis and recommendation provided in our report indicated that the proposed maximum density of 16 dwelling units per acre is appropriate given the site's proximity to public transit service, employment and retail centers, and established residential neighborhoods. It is also in keeping with the goals established by the community-driven design process created for this site and the basis for the Washtenaw County's Board of Commissioner's winning bid award.

Question: Q7. Has (or will) a traffic study be done? (If one has been done, can you please share it.) (Councilmember Lumm)

Response: One has, and is filed in Z19-013 zoning project file which is accessible online through eTrakit (www.etrakit.a2gov.org). Click for the [traffic impact study](#), the [first revised traffic impact analysis](#), and [second revised traffic impact analysis](#).

Question: Q8. Is the County considering any further sale/development of the County Farm Park property beyond this? (Councilmember Lumm)

Response: At this time we are not aware that the County has any other definite plans to sell or develop a portion of County Farm Park. This parcel is the site of the former juvenile detention center and family court. To clarify, this development is on land that is County-owned, but is not part of County Farm Park. Rather, it is adjacent to it.

DC-2 – Resolution Declaring that the Investigation and Arrest of Individuals Involved with the Personal Use, Growth and Possession of Entheogenic Plants, Including Those Scheduled at State and Federal Levels, be the Lowest Priority for the City of Ann Arbor

Question: Do we have any stats (or anecdotal information from AAPD) about how many investigations or arrests related to Entheogenic plants are happening in Ann Arbor in a typical year? (Councilmember Nelson)

Response: Please see below.

Arrest Stats:

Total Hallucinogen Offenses & Arrests By Year (1/1/2017 to 9/15/2020)		
YEAR	CHARGES	ARRESTS
2017	2	2
2018	3	2
2019	3	2
2020 YTD (thru 9/15/2020)	0	0
Grand Total	8	6

Overdose Stats:

CASE #	DATE	ADDRESS	CALL TYPE	REPORT	OFFICER	EC	VIC NAME	DOB	AGE	RACE	SEX	INCAP TX	SUSPECTED DRUG	DRUG SUPPLIER	DEATH	NARCAN (Y or N)	N AR CA	WCSD NOTIFIED	HIDTA NOTIFIED
170025351	20170612	1687 BROADWAY ST	INDECENT EXPOSURE	N	HUR		GRIFFIN MOORE HARVEY	8/8/1994		W	M		MUSHROOMS		NO	N		NO	NO
170005394	20170205	3356 TACOMA CIR	DANGEROUS DRUGS	Y	BELL WELLS		JOHN MEDUNA-HADDAD	5/22/2000	16 YOA	W	M	34-255-752	MUSHROOMS		NO	N		NO	7/13/2017

Anecdotally, it's important to recognize that there may be a much higher overdose rate related to mushrooms that cannot be realized. Generally, with typical OD cases, there is some sort of paraphernalia left behind to indicate what drug was ingested/injected. That is generally not the case with Entheogenic plants. It's also important to note that an overdose victim may have taken mushrooms in conjunction with other drugs.

Question: Q1. What are staff's comments, concerns (if any) and recommendations with regard to this policy? (Councilmember Lumm)

Response:

Police concerns include:

Does this resolution permit for the confiscation of Entheogenic plants? Are we liable if we don't confiscate them and the subject gets seriously injured or killed while using them?

What is considered "commercial sales" and what would be considered personal possession? Is a baggie full of mushrooms personal possession or does that constitute possession with intent to distribute?

The ordinance calls for the city to instruct federal law enforcement agencies not to enforce Entheogenic plant violations in the city...does this preclude the DEA or State Police from following a lead in the city even if there is evidence of widespread distribution? How do we have the authority to tell them “no”.

Fire concerns: Please see attached memo from Chief Kennedy.

Question: Q2. What are the legal or financial/funding/grant implications (if any) of the City’s declaring it will not be enforcing a law? (Councilmember Lumm)

Response: It will require additional research to answer this question.

Question: Q3. Is there precedent for the City explicitly declaring enforcement of a specific law is the “lowest law enforcement priority” or prohibiting the use of funds or resources in investigating a potential violation of a law? If so, what are they? Also is there precedent for the City requesting the County District Attorney to cease prosecution of a violation of law? (Councilmember Lumm)

Response: To our knowledge there is no precedent.

Question: Q4. What other municipalities (if any) have adopted a similar policy? (Councilmember Lumm)

Response: We do not have a comprehensive list, but we are aware of similar policies adopted in Oakland, CA; Berkeley, CA; and Denver, CO.

Question: Q5. The second resolved clause indicates the resolution does not “authorize or enable” a couple activities – what does that mean? Does it mean these are exceptions to the policy and should be enforced normally? If so, how is that reconciled with resolved clause #1 that says no city funds or resources can be used related to investigations? Also, how are “commercial sales”, “driving under the influence”, or “public disturbance” defined under this policy? (Councilmember Lumm)

Response: We would assume that we would have the ability to normally enforce impaired driving statutes and commercial distribution statutes. We cannot answer the last part of the question.

DC-4 – Resolution to Partner with the University of Michigan to Provide Emergency Shelter in Ann Arbor

Question: Regarding DC-4, have there been any preliminary discussions with (or indications from) U-M that they would be interested in discussing this possibility? (Councilmember Lumm)

Response: Based on preliminary conversations on this topic with representatives from the university's administration, we believe the university would not be responsive to this resolution.

Question: Also, on DC-4, if U-M were to announce an evacuation of students and were to indicate an interest in this partnership, how long does staff estimate it would take to prepare the housing for other purposes. What are the dates when U-M's Fall term ends and their Winter Term begins and ends? (Councilmember Lumm)

Response: We could not provide a reliable estimate at this time. We would have to discuss the issue with the university, gain a better understanding of what specific housing is being proposed, what the specific use would be, what services would be provided, how they would be paid for, and myriad other issues. At the very least it may take more than two or three months to work these details out and come to an agreement, however it could take longer depending on the complexity of the issues that are presented. This is assuming that the parties involved are all equally interested in pursuing an agreement, which is likely not the case.

DC-5 – Resolution to Conduct a 2020 Budget Priorities Citizen Survey to Inform Development of the City's FY22 Budget and FY23 Financial Plan

Question: I appreciate that this resolution gives discretion to the City Administrator to craft this survey, with some similarity to the survey taken in 2018. Compared to 2018 budget decisions (and given the current economic outlook), do we even anticipate much discretionary spending in the coming budget? As a tool for informing decision-making, is this survey likely to offer much insights into what we can or cannot cut? (Councilmember Nelson)

Response: Given the financial uncertainty presented by the pandemic, staff intends to be conservative in the development of the Administrator's proposed budget for FY2022. Essential City programs, coupled with ambitious and financially significant Council priorities such as Sustainability, Climate Action, and Affordable Housing, will present challenges during the upcoming budget process. It is anticipated that any discretionary budget capacity will be devoted to these emerging Council priorities. The survey would be modelled after the October 2018 budget priority survey which asked participants to indicate whether the funding for major budget categories should increase, decrease, or stay about the same.

Survey: <https://www.surveygizmo.com/s3/4586745/Ann-Arbor-Budget-Priorities> Results: <https://www.a2gov.org/departments/finance-admin-services/financial-reporting/budget-guide/SiteAssets/Pages/BudgetPublicProcess/Ann%20Arbor%20Budget%20Priorities%20Survey%20Report%202018-12-03.pdf>

Following the completion of the October 2018 survey, the City committed to Priority Based Budgeting (PBB) and a professional services contract with ResourceX, to facilitate the PBB process based upon Council approved parameters. This process has involved the categorization of the City budget into discrete programs, and the rating of each of these programs based upon Council approved metrics such as DEI, environment, sustainability, safety, mandate, cost recovery, etc. At this point we have had Service Unit Managers rate all of their programs, peer review groups have reviewed and provided suggested changes to the scoring, and a cross-functional finance team has reconciled the scoring. We are now analyzing the data and will be able to report to Council and constituents in the coming months as we approach the budget development period. The PBB tool is intended to provide insight into what we can or cannot cut and is distinct from a survey process.

DC – 6 - Resolution to Approve Outdoor Seating and Live Entertainment for Zal Gaz Grotto, 2070 West Stadium Boulevard, until October 31, 2020 as Special Event

Question: Regarding DC-6, this seems identical in approach to the other special event expanded outdoor seating approval council granted recently – is that correct, or is this a different situation? (Councilmember Lumm)

Response: Yes, this is correct.

Question: Also on DC-6, I appreciate that the Q&A was included in the cover memo. One concern I have is the live music - have we confirmed that, as indicated, “there have been no complaints when similar events occurred in the past”? Also, how close are the nearest residential neighbors? (Councilmember Lumm)

Response: There have been no complaints filed with the Zoning Administrator, Customer Service, or through See Click Fix. Single-family homes about the site on the east half to the north and are nearby the site toward the east. The abutting homes are approximately 30 to 40 feet from the proposed outdoor area.

DC – 7 – Resolution to End the Healthy Streets Initiative Outside of the Downtown

Question: Many communities have successfully implemented Healthy Street programs and many aspects of the Ann Arbor projects improve safety (primary goal). What can Council do to support and improve the Healthy Streets concept? (Councilmember Griswold)

Response: While we respect and appreciate the constituent communications we have received and that Council has shared, we also would recommend allowing the pilot to continue to the point where data collection could render a more objective understanding of the impacts of this program. That would allow us to evaluate the program more thoroughly and come back to Council with a better understanding of how the program can be improved. Other ideas are discussed in responses provided below.

Question: For example, is more funding needed for smaller barricades to allow two-way traffic at the entrance to Healthy Streets and to allow better visibility of cyclists and pedestrians by keeping the 3' to 8' "visibility zone" free of signage? (Councilmember Griswold)

Response: Staff believes that the installations are safe for motorists, bicyclists, and pedestrians in their current condition and would not have approved the installations if we felt otherwise. It is also worth noting that the cost for these deployments was higher than initially estimated. Based on comments at City Council, staff tried to keep costs down since the deployments were temporary. Additional funding would allow for altered deployments that may be more aesthetically pleasing– but keep in mind that these deployments are expected to end in November prior to the onset of winter maintenance needs.

Question: Also, more funding for plastic cones affixed to the pavement, to replace the construction barrels that tip over, look like a construction zone, and again reduce visibility? (Councilmember Griswold)

Response: Delineators glued to the pavement have been deployed sparingly throughout the Healthy Streets deployments. These treatments are more expensive initially but require less maintenance. It is important to note that the contractor we hired to install the pilot is monitoring the installations daily and replacing or moving barrels or other materials that are moved out of place.

Question: How can we create more Healthy Street conditions without the overhead of placing and monitoring the barricades and barrels? (Councilmember Griswold)

Response: Temporary deployments will always require some amount of operations and maintenance overhead. Even more permanent appurtenances adhered to the pavement require maintenance. The City replaces dozens of the in-road pedestrian crossing signs, street signs, and street markings every year. More permanent or fixed infrastructure may require less daily monitoring, but it is also more expensive to procure, install, replace, and remove. And so for a pilot program where the permanence of the installation is uncertain or where it is clearly not intended to be permanent, temporary barricades such as construction barriers may be more appropriate.

Question: For example, many neighborhood streets in NE Ann Arbor are relatively "healthy" with the exception of overgrown vegetation restricting sight distance and growing over sidewalks and bike lanes? What policy is needed from council to expand and designate these "healthy" conditions, again so we can organically get the advantages of "Healthy Streets" without the overhead of the existing program? (Councilmember Griswold)

Response: Council's directive as specified in R-20-158 was "to use part of City streets to expand safe social distancing for pedestrians and cyclists, through shared or dedicated

roadways” which is why the program is fashioned the way it is. Vegetation management in the summer as well as snow clearance in the winter are all important strategies to ensure the safety of non-motorized users and there are existing policies to address these issues – however, it is difficult for staff to monitor all areas of the City at all times and thus staff relies on communications from residents to help us identify areas of need.

Question: How can council provide support for improving the engineering, operations (ongoing support, monitoring and corrective action) and evaluation phases of Healthy Streets? (Councilmember Griswold)

Response: Initial data was collected to establish baseline conditions. Additional data collection is scheduled to occur in October to help determine the effectiveness of the program. If Council has specific expectations beyond what staff presented in June, it would be helpful for staff to know this as soon as possible.

Question: Does staff recommend funding to accelerate the traffic calming program as some of the Healthy Street requests seem to address traffic calming issues? Even Yost, which already has some traffic calming infrastructure, was designated a Healthy Street. Constituent requests seemed more related to traffic calming than cycling and walking in the street. (Councilmember Griswold)

Response: In the latest budget the traffic calming budget increased nearly four-fold. This has allowed staff to process and implement up to three traffic calming petitions per year. Traffic calming processes are very labor intensive and additional funding would need to be either accompanied by additional staff capacity or an acknowledgment that other transportation activities would have to be put on hold to process traffic calming petitions.

Question: Is more funding needed from council to fund better signage and education? Constituent feedback indicated a need for more signage as people were not consistently using the roadway as intended, per the plans approved by council. Vehicle turning movement on Swift and the use of the bike lanes on Division and the Broadway Bridge are two examples. (Councilmember Griswold)

Response: More funding, especially for education, may be useful to promote the current [Healthy Streets survey](#) and get the word out about the Healthy Streets program. Staff are making some modifications to the signage and their placement, but staff do not think a lot of extra signage is necessary at this time. Staff strives to strike a balance between installing necessary and informational signage while not leading to clutter or information overload for motorists.

Question: Was more funding needed from council for a more robust engineering component for Healthy Streets? (Councilmember Griswold)

Response: The engineering effort that went into the Healthy Streets deployment was sufficient, and staff engineers continue to make modifications to these deployments in an

effort to improve them. The City used in-house resources and followed engineering best practices in laying out the lane closures.

Question: One simple example is that new STOP signs, while temporary, usually have flags to draw attention to the change. Another is the intersection of Packard and Platt where barricades blocked vehicle traffic without the usual advanced signage to indicate the lane was closed. Also, many of our road diet projects maintain a right turn at the intersection and cyclists either share the lane or have a ramp to use the sidewalk/multiuse path at the intersection. Examples of this on permanent road diets are N Maple and northbound Green approaching Plymouth. Was this considered at Packard and Platt? (Councilmember Griswold)

Response: Staff is considering making this change at Packard and Platt to see if it assists with some of the traffic concerns that have been heard. This change would represent a trade-off because it would no longer make the Healthy Streets connection between Packard and Platt and people using the Healthy Street portion of the roadway may opt to exit the roadway (and use the sidewalk) to finish the connection.

DB-2 – Resolution to Approve 841 Broadway PUD Site Plan and Development Agreement, 841 Broadway (CPC Recommendation: Approval - 8 Years and 1 Nays)

Question: Q1. Last July, council also approved a Brownfield Plan that contemplated a tax abatement of \$500K a year for 12 years and a taxable value increase from \$500K to \$32M. What is the current status of the Brownfield Plan and are those abatement assumptions still valid? Also, can you please remind me what the incremental property taxes will be for the city (and all taxing entities) once the abatement period is over? (Councilmember Lumm)

Response: The Brownfield Plan approved is still in effect, which provides a Tax Increment Financing capture period of up to 13 years. The taxable value for the site is estimated to increase from \$570,000 to \$32,500,000 at buildout. Capture of Tax Increment Revenue is estimated to range from \$1.8 to \$2.1 Million on an annual basis after buildout. After the capture period is over, these annual amounts would revert to all taxing jurisdictions, resulting in growth of an estimated increase in City-related taxes of ~\$600,000 per year and ~\$1.5 Million annually for other taxing jurisdictions.

Question: Q2. In comparing the site plan to the area plan approved by Council in July 2019, it looks very similar in all respects. Is that a fair takeaway, and can you please summarize any substantive changes? (Councilmember Lumm)

Response: That review is accurate, there were no substantive changes to the layout from Area Plan approval to now.

Question: Q3. There is no development agreement attached to the resolution, but there is one dated July 17th in the attached Staff Report, but that isn't final – it contains blanks

including the developer's contribution to traffic mitigation measures. Can you please provide the final Development Agreement and how much will the developer be contributing to traffic control measures? (Councilmember Lumm)

Response: The 841 Broadway Development Agreement is attached. No specific amount is required by the Development Agreement, as the developer is required to pay all costs for traffic improvements. The cost of traffic signal design and construction is estimated to be \$250,000 but other costs such as construction of the left-turn lane on Broadway have not been estimated.

Question: Q4. What is the timing to obtain the necessary floodplain permit from EGLE? Has the application been submitted? (Councilmember Lumm)

Response: The required floodplain permit from EGLE is required before any permits (including grading) are issued for site construction. To our knowledge the developer has not applied for this permit. Typically, applying for this permit will be done after the project has all required municipal approvals in place.

Question: Q5. The staff report indicates the construction will be done in two phases – can you please provide the projected construction timeline? (Councilmember Lumm)

Response: The petitioner has proposed these two phases. Phase one will be the construction of the residential condominiums, public open space and all required infrastructure need to support the buildings proposed. The second phase will consist of the commercial and hotel buildings. Phase one is projected to take approximately 17 months based on the estimated construction schedule on the site plan. Phase two is estimated begin during phase one and will take approximately 7 months for completion.

Question: Q6. The staff report also indicates a new traffic signal will be installed and there will be a center turning lane, but that the bridge does not need to be structurally modified. Can you please confirm that, and how much will the vehicle lanes be narrowed to accommodate the added turn lane? (Councilmember Lumm)

Response: That is correct, no structural modification to the bridge is being proposed. No improvements will be allowed on bridge approach slab or bridge deck. The proposed inner lanes will be increased in width from 10.83 to 11 feet. The outside lane will be reduced from 13.78 feet in width to 13 feet in width. Outer lane changes are comprised of a reduction to the component travel lane from 11.81 to 11 feet wide, and increase in component shy distance from 1.97 feet to 2 feet.

Question: Q7. What is the estimate of the traffic and intersection LOS impacts of the proposal? (Councilmember Lumm)

Response: Estimate of vehicle access to the site: AM peak hour is projected to have 67 entering and 64 exiting; PM peak hour 113 entering and 83 exiting. For road users on

Broadway, there will be increase in delay. Averaged reporting of the delay increase is between 4 and 5 seconds in the AM peak hour; and between 6 and 7 seconds in the PM peak hour. In reality, some road users will not experience delay if they arrive during green signal indication, while others will need to wait longer at a red signal indication. An estimate of longest delay is approximately 48 seconds in the worst case scenario, including 15 seconds of left-turn into site, 30 seconds of site traffic and pedestrian crossing Broadway and 3 seconds of leading pedestrian interval.

Question: Q8. Can you please provide a summary of the resident feedback that's been received on the project since the zoning and area plan were approved? (Councilmember Lumm)

Response: The feedback received since the zoning and Area Plan adoption are attached.

From: Laura Strowe
Sent: Monday, July 20, 2020 11:11 AM
To: Planning <Planning@a2gov.org>
Subject: Broadway Park West

Dear Commissioners,

Tomorrow night the PUD Site Plan for Broadway Park West will be presented to you for approval. The developers have had many meetings with the neighbors, and are to be commended for that. They have taken some of the neighbor's concerns into consideration in making their plans. However, there is one area that they have hardly budged: the plan for a 9-story hotel on the edge of the river.

The Northside/Lowertown neighborhood is already being beseiged by outrageously large and out-of-character building lately: the second and larger U of M parking lot, and the monstrously huge Morningside development. This 9-story hotel will continue the obliteration of the natural features of the land, the hills and the river. We appreciate that a good part of this development will be a park (the part that is in the flood plain that can't be developed), but the hotel will block the view of the river from the Broadway Bridge and be an eyesore to those trying to enjoy the river scenery in the park on the other side. Building a 9-story building right on the river bank contradicts our move to protect and beautify our natural resources.

Moreover, we need to be re-thinking our plunge into unlimited economic expansion, given the state of our economy. With the likely shrinking of the university population and the downsizing of everything else that will occur, do we really need another hotel?

If it is not our choice to have that hotel, but the developer's need to have that economic resource, at least move it further from the river.

Thank you for your consideration. I know I speak (or write, as it were) for many in the neighborhood who are stymied by the new system of participating in public hearings.

Laura Strowe
1327 Broadway

From: Vince Caruso
Sent: Tuesday, July 21, 2020 11:00 AM
To: Planning <Planning@a2gov.org>
Subject: 841 Broadway PUD Not Support: ACWG.ORG;

Planning Commission,

841 Broadway PUD is not supported by Allen's Creek Watershed Group.

This very polluted site should be cleaned up by DTE and made into a green space park.

DTE, a \$26B company, should be doing a full cleanup of this site as the Responsible Party Legal Owner, not taxpayers.

On Nov. 11th 2020, at the A2Zero Sustainability Meeting and had I asked **Dr. Stults** if **she supported building homes in Ann Arbor's floodplains**. She had a simple and categorical answer which was **NO**.

Jerry Hancock has also commented publicly, as the city's Floodplain Manager, he does not support building in the floodplain.

This from recent past [ACWG Agenda and Updates](#):

Discussions of Development of Polluted DTE Site at Depot St and Broadway St In the FW FP, Unlike the City Effort, No Real Cleanup Proposed, Like "Zombies Rising Up"



Coal Tar (highly toxic) found at the DTE Site and shown by DEQ/EGLE at river's edge at the site, image of the pollution at the river's edge subsequently cleaned up in recent years but is still leaching into the Huron River (WUOM)

Coal tar is a mixture of volatile organic compounds such as **benzene**, and a class of compounds known as polynuclear aromatic hydrocarbons (PAHs) which include compounds such as **naphthalene** and **benzo(a)pyrene**. These compounds are rated as possible and known carcinogens and are very dangerous to humans and other life forms. Some PAHs, Benzene and benzo(a)pyrene are **Group 1 carcinogens**.

Pollution on this site **goes down 30'**, contaminating the groundwater according to city officials.

At the Ground Breaking for the **Berm Opening Project** on Depot St. and DTE site in February the **city indicated they will do a full cleanup** where the work is done including on the DTE site because it is the right thing to do and funding sources require it.

The city has **received a draft Letter Of Map Revision FEMA (LoMR)** with some changes in the floodplain floodway map, calculated by and submitted to FEMA by the developer of the DTE site.

Staff had indicated the developer's models presented for the LoMR:

- Do not **accurately portray the railroad berm damming effect** - they do not show it continuously dropping off to level grade at the AmTrak Station making the site more flood-prone, according to city staff
- Do not include **current data used by the city** for 100-year (1% chance) rainfall amounts, according to city staff
- Do not take into account the **very poorly calibrated flood maps** used for this site, according to city staff passed comments
- Does not take into effect **Global Warming** effects on much larger rain events.

In the **1968 100-Year (1% chance) Flood**, we had **15 Feet of Flood Water careening across this site, most of the dams were damaged** some breached and destroyed. Groundwater on site is contaminated but downriver has not been tested and pollution is 30' down on the site.

Argo Dam, just **up stream** of this site, was severely damaged and almost destroyed in the 1968 flood.

The **city** recently passed a resolution in support of the **State's Proposed Polluter Pay** Legislation yet seems supportive of building on **top of a toxic** DTE Coal Tar site with very little cleanup.

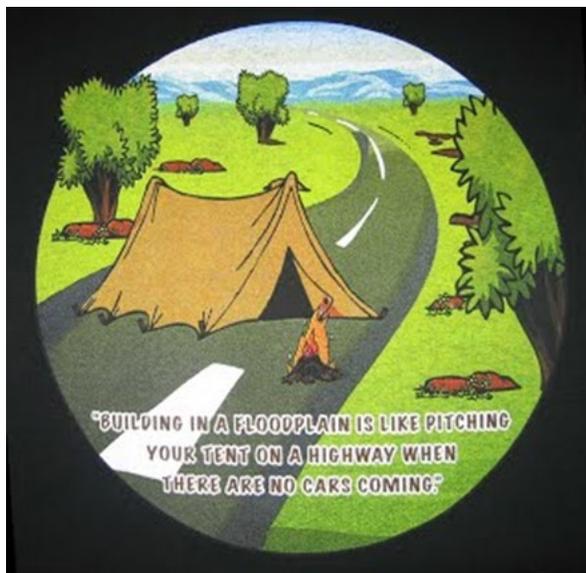
These **Engler GOP Polluted Sites** are caused by the very weak MI Part 201 "Environmental" laws.

*"What's kind of a **like a zombie rising from the grave** is these buried contaminants that are now showing up in people's homes, in their air, specifically. That was not envisioned by the science at the time; if you left chemicals in the ground they could actually migrate up through even impervious surfaces and **affect people's health.**"* **Dave Dempsey, For The Love Of Water FLOW - WUOM** (bold by us)

DTE Energy rated top 10 worst Water Polluter in the USA.

Researchers at the University of [Massachusetts Amherst have published](#) three lists detailing the 100 worst air, water and greenhouse gas polluters in the country.

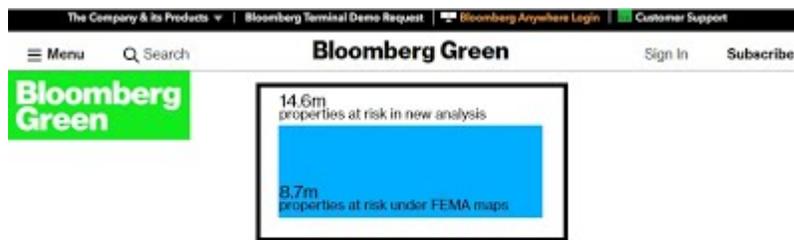
The lists — the [Toxic 100 Air Polluters Index](#), [Toxic 100 Water Polluters Index](#) and [Greenhouse 100 Index](#) — rank industrial polluters based on complex “right-to-know” data released annually by the federal Environmental Protection Agency. The set of researchers at the university’s Political Economy Research Institute, or PERI, have been producing the first two lists for about 15 years.’ - Sierra Club MI Leaders Forum EMail



Association of State Floodplain Managers 2007 (ASFPM)

"BUILDING IN THE FLOODPLAIN IS LIKE PITCHING YOUR TENT ON A HIGHWAY WHEN THERE ARE NO CARS COMING"! ASFPM: www.floods.org

Bloomberg News Warns Unsuspecting Americans, That Flooding Is Much Worse Than FEMA Reports, Check For Yourself *Bloomberg News; June 29, 2020*



Mapping America's Underwater Real Estate

What happens to home prices if flood maps start measuring climate change? Millions of Americans are about to find out.

By Leslie Kaufman, Mira Rojanasakul, Hayley Warren, Jason Kao, Brittany Harris and Prashant Gopal
June 29, 2020



Millions of Americans just woke up in a flood zone that had never before been listed on U.S. government maps.

" Millions of Americans just woke up in a flood zone that had never before been listed on U.S. government maps."

Look up the real flood risk for your address [here!](#)

"The **first-ever public evaluation of flood risk** for every property in the 48 contiguous states has found that federal maps underestimate the number of homes and businesses in significant danger by 67%. The [new flood-risk data](#), released Monday by the research and technology **nonprofit First Street Foundation**, is a virtually unprecedented disclosure of how much damage climate change can be expected to inflict at the level of individual homes.

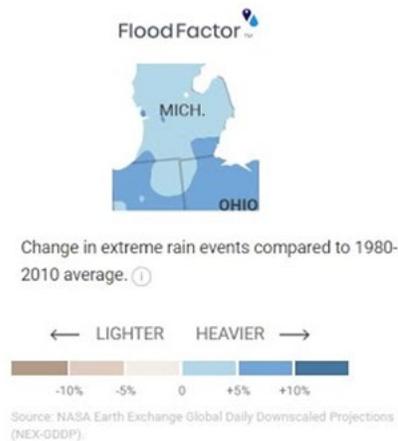
[Look up the Flood Factor score for your home and any other property in the database.](#)

First Street's model gives homeowners access to risk-analysis techniques that had previously been available to insurers and financiers. (**Look up your address [here.](#)**) Until now public information on flood vulnerability in the U.S. relied heavily on maps produced by the Federal Emergency Management Agency, which are often [out of date, incomplete, and difficult to understand.](#)" (bold by us)

Use the links to search your street and see the current First Street Foundation flood risk, **normally not available to the public** but that has now changed.

First Street Foundation's Flood Factor Extreme Rain Events Flood Rating for Ann Arbor Area, Much Heavier Rains and Flood Risks Projected; June 2020

First Street Foundation's Flood Factor Extreme Rain Events Flood Rating for Ann Arbor Area, Much Heavier Rains and Flood Risks Projected



"The **First Street Foundation Flood Model** is a nationwide, **probabilistic flood model** that shows any location's risk of flooding from rain, rivers, tides, and storm surge. It builds off of **decades of peer-reviewed research** and forecasts how **flood risks will change** over time due to changes in the environment." (bold by us)

Ann Arbor and needs to adjust to **Global Warming's effects** on rainfall amounts and flood hazard, not hope "**it will all go away**" like our President continually pontificates.

Michigan has had the **greatest perception levels ever recorded last year in 2019**.

Our city leaders have an obligation to ask the tough questions and make decisions that protect life, health and property to the best ability available.

NYT 6-29-20: New Data Reveals Hidden Flood Risk Across America

New York Times (NYT) [Article](https://www.nytimes.com/interactive/2020/06/29/climate/hidden-flood-risk-maps.html?action=click&module=News&pgtype=Homepage): New Data Reveals Hidden Flood Risk Across America: <https://www.nytimes.com/interactive/2020/06/29/climate/hidden-flood-risk-maps.html?action=click&module=News&pgtype=Homepage>

" **Nearly twice as many properties may be susceptible** to flood damage than previously thought, according to a new effort to map the danger. Across much of the United States, the **flood risk is far greater** than government estimates show, new calculations suggest, exposing millions of people to a hidden threat — and one that will only grow as **climate change worsens**.

That **new calculation**, which takes into account sea-level rise, rainfall and flooding along smaller creeks **not mapped federally**, estimates that 14.6 million properties are at risk from what experts call a 100-year flood, far more than the 8.7 million properties shown on federal government flood maps.

Federal flood maps, managed by the Federal Emergency Management Agency, have **long drawn concerns** that they underestimate flood risk.

... FEMA's maps **aren't** designed to account for flooding caused by **intense rainfall, a growing problem** as the atmosphere warms.

Ms. Forbes [Ms. Forbes, a member of the Broward County Climate Change Task Force and a policy expert at the **Natural Resources Defense Council**] pointed out that **black families** tend to be more exposed to flooding because their homes are often built on cheaper land in historically segregated areas." (bold by us)

Thanks,

Vince Caruso

Founding and Coordinating Member - **ACWG.ORG: Allen's Creek Watershed Group**

Founding and Board Member - **CARD: Coalition for Action on Remediation of Dioxane**

Former Executive Committee Member - **Sierra Club Huron Valley Group**

From: Philip Stoll

Sent: Tuesday, July 21, 2020 12:02 AM

To: Planning <Planning@a2gov.org>

Subject: Broadway Park West Planned Unit Development(PUD) Site Plan

July 21, 2020

Dear Planning Commission,

This concerns Broadway Park West Planned Unit Development (PUD) Site Plan for City Council Approval.

There are many reasons to approve the DTE lot plans. The lot has sat vacant and unused for over a decade. A new use would continue the re-vitalization of the River District. The proposed 6-acre park could as popular as Argo Cascades.

There are reasons not to approve the DTE lot plans. DTE has not adequately cleaned up the site. Tar and cyanide-contaminated soils are just feet from the river and source of drinking water for people living downstream. The stone placed to stabilize the bank looks like an industrial canal. The added intersection and will add to gridlock and not a few accidents. The 8.29 acres impervious surface without on-site detention means large amounts of runoff directly into the river. Even if the FEMA map revision is approved, floodplains are not built on for a reason. The 'Hospitality' and 'Food and Beverage' buildings have inadequate setback from the river, and will spoil this beautiful river location for generations to come.

Thank you,

Philip Stoll

1314 Broadway St



ANN ARBOR FIRE DEPARTMENT

111 North Fifth Avenue, Ann Arbor, Michigan 48104-1405
(734) 794-6961 • a2gov.org/fire
Serving Our Citizens Since 1889

MEMORANDUM

TO: Response to DC-2 for September 21 City Council meeting

FROM: Mike Kennedy, Fire Chief

DATE: September 17, 2020

SUBJECT: Responses Involving Entheogenic Plants

The Ann Arbor Fire Department does not maintain patient data involving entheogenic plants. We are usually dispatched to patients who have overdosed or are in an altered state as an “unknown problem” or “unconscious person.” These patients will usually be classified as an “overdose” on our medical reports.

There could be unintended consequences with increased use of mind-altering substances. If we respond on a patient, even if that patient did not call 911, there is an established “duty to act.” Our medical care is governed by the Washtenaw / Livingston Medical Control Authority along with the Michigan Department of Health and Human Services, Division of EMS, Trauma and Preparedness. Both agencies regulate our firefighters’ personal medical licenses and our fire department’s license as a basic life support, non-transport agency. We have a legal obligation to follow these medical protocols.

Washtenaw / Livingston Medical Control Authority - Refusal of Care: Adult & Minor Excerpts (attached for reference):

“Competent individual”:

- a. One who is awake, oriented, and is capable of understanding the circumstances of the current situation.*
- b. Does not appear to be under the influence of alcohol, drugs or other mind altering substances or circumstances that may interfere with mental functioning.*
- c. Is not a clear danger to self or others.*
- d. Is 18 years of age or older, or an emancipated minor.*

3. Procedure for the Individual Incapable of Competently Objecting to Treatment or Transportation

D. A patient with non-urgent/non-life-threatening illness or injury who is incapable of competently objecting to treatment or transportation should be transported for further evaluation and treatment after consultation with on-line medical control.



ANN ARBOR FIRE DEPARTMENT

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Simply put, we cannot leave a person in an altered mental state should they choose not to be transported to the hospital. Should this person harm themselves or others, our firefighters face personal sanctions to their medical license along with general liability to the City of Ann Arbor.

Patients in an altered mental state who do not want to be transported to a hospital often become confrontational and violent. This can lead to a need for police assistance and restraint of the patient to allow for transport to the hospital. This can cause injury to both the patient and providers (HVA, AAPD, and AAFD). Our firefighters already face this situation daily with opioids, alcohol, or other mind-altering substances. The risk is increasing the number of patients who present in an altered mental state.

Refusal of Care: Adult & Minor

EMS personnel have an affirmative duty to provide care to any patient presenting to them after a report of an emergency situation.

Individuals who are competent may object to treatment or transportation by EMS personnel. MCL 333.20969 "If emergency medical services personnel, exercising professional judgment, determine that the individual's condition makes the individual incapable of competently objecting to treatment or transportation, emergency medical services may provide treatment or transportation despite the individual's objection unless the objection is expressly based on the individual's religious beliefs."

1. Definition

- A. "Competent individual":
 - a. One who is awake, oriented, and is capable of understanding the circumstances of the current situation.
 - b. Does not appear to be under the influence of alcohol, drugs or other mind altering substances or circumstances that may interfere with mental functioning.
 - c. Is not a clear danger to self or others.
 - d. Is 18 years of age or older, or an emancipated minor.
- B. "Emancipated Minor" is one who is married, is on active duty with the Armed Forces of the United States, or has been granted emancipation by the court.

2. Procedure for Competent Individual Refusing Care or Transport

- A. All patients with signs or symptoms of illness or injury shall be offered assessment, medical treatment and transport by EMS.
- B. Clearly explain the nature of the illness/injury and the need for emergency care or transportation.
- C. Explain possible complications that may develop without proper care or transportation.
- D. For individuals with signs or symptoms of serious or potentially fatal illness or injury, consider contacting medical control.
- E. Request that the individual sign an EMS Refusal Form. The refusal form will be obtained by the on-scene provider who has assessed the patient and has the highest level of licensure/training. If the individual refuses to sign the EMS Refusal Form, attempt to obtain signatures of witnesses (family, bystanders, public safety personnel).
- F. Document assessment and complete approved EMS Refusal Form.
- G. Inform the individual that if they change their mind and desire evaluation, treatment, and/or transport to a hospital, to re-contact the emergency medical services system or seek medical attention.

3. Procedure for the Individual Incapable of Competently Objecting to Treatment or Transportation

- A. Contact medical control as soon as practical and follow applicable treatment protocol.

Washtenaw/Livingston MCAPROCEDURES
REFUSAL OF CARE; ADULT AND MINOR

Initial Date: 05/31/2012
Revised Date: 04/24/2019

Section 7-19

- B. Any patient with an urgent/life-threatening illness or injury who is incapable of competently objecting to treatment or transportation shall be transported by EMS for further evaluation and treatment.
- C. Police assistance may be sought if needed.
- D. A patient with non-urgent/non-life-threatening illness or injury who is incapable of competently objecting to treatment or transportation should be transported for further evaluation and treatment after consultation with on-line medical control.

4. Procedure for the Individual who becomes Competent after Treatment has been Initiated and Refuses Transport

- A. Contact medical control in all cases when a patient (now refusing transport) has been given medications or other advanced treatment by EMS personnel (i.e., glucose, Albuterol, IV, etc.).
- B. Such patients should be strongly encouraged to seek further evaluation and treatment.
- C. Comply with Section II above and document treatment on a patient care record.

5. Procedure for the Minor Patient Refusing Care or Transport

- A. A minor is any individual under the age of 18 and who is not emancipated.
- B. In general, minor patients are unable to consent or refuse consent for medical care. Such permission can only be provided by the minor's parent or legal guardian.
- C. Treatment and transport of real or potential life-threatening emergencies will not be delayed by attempts to contact the parent or guardian.
- D. For all emergency and non-emergency patients, contact medical control.

6. Procedure for Parent/Guardian Refusing Care or Transport of the Minor Patient

- A. All patients with signs or symptoms of illness or injury shall be offered assessment, medical treatment and transport by EMS.
- B. Clearly explain the nature of the illness/injury and the need for emergency care or transportation.
- C. Explain possible complications that may develop without proper care or transportation.
- D. For individuals with signs or symptoms of illness or injury, contact medical control.
- E. Request that the parent/guardian sign an approved EMS Refusal Form. If the parent/guardian refuses to sign the EMS Refusal Form, attempt to obtain signatures of witnesses (family, bystanders, public safety personnel).
- F. Document assessment and complete an approved EMS Refusal Form.
- G. Inform the parent/guardian that if they change their mind and desire evaluation, treatment, and/or transport to a hospital, to re-contact the emergency medical services system or seek medical attention.

841 BROADWAY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2020, by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and Lower Town Partners LLC, a Michigan limited liability company, with principal address at 1117 Griswold, Suite 1416, Detroit Michigan 48226, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as 841 Broadway (the "Project"), and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as 841 Broadway, and desires site plan and development agreement approval thereof, and

WHEREAS, the DEVELOPER desires to build or use certain Improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, on _____, City Council approved *the 841 Broadway Site Plan* ("Site Plan") and *841 Broadway Development Agreement* ("Agreement") pursuant to a resolution adopted on that date, and

WHEREAS, the CITY desires to ensure that all of the Improvements required by pertinent CITY ordinances and regulations be properly made, and that the DEVELOPER will install these Improvements prior to any permits being issued.

THE DEVELOPER(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all Improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the Improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER at the address listed above requiring it to commence and complete the Improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER, if the DEVELOPER does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be

collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public Improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved Plans. The engineer's certificate will cover only those items the DEVELOPER'S engineer inspects.

(P-4) To provide, prior to the issuance of building permits, a signing plan to the Fire Department and install all street name signs according to CITY specifications and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. At the request of the DEVELOPER, the CITY will provide and install all street name signs and invoice the DEVELOPER for the actual cost of installation.

(P-5) To grant easements to the CITY for watermains and sanitary sewers as shown on the Site Plan, subject to City Council approval. DEVELOPER shall submit legal descriptions and survey drawings for the easements prior to the request for and issuance of building permits, and the easements shall be granted to the CITY in a form reasonably acceptable to the CITY Attorney. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-6) Prior to the issuance of grading or building permits, DEVELOPER shall acquire easements or permanent use agreements for the CITY for watermain, sanitary sewer and emergency access to the Project over the Amtrak property to the south of the Project. The easements or agreements shall be in a form acceptable to the City Attorney. The easements or use agreements must be accepted by City Council prior to the request for and issuance of any building permit, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-7) To grant a non-motorized access easement to the CITY for public access to Open Space Area 1 (including, but not limited to a 10-foot wide shared use path and the proposed bridge) as shown on the Site Plan, as well as motorized access from Broadway Street through the Property to and including the designated public parking for Open Space Area 1, subject to City Council approval. DEVELOPER shall submit legal descriptions and survey drawings for the easements prior to the request for and issuance of building permits, and the easements shall be granted to the CITY in a form reasonably acceptable to the CITY Attorney. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy.

(P-8) To install all water mains, storm sewers, sanitary sewers and public streets, through the first course of asphalt, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits. The final course of asphalt paving shall be completed prior to the issuance of first certificate of occupancy on the Property.

(P-9) To maintain the streets, including snow and ice removal, if certificates of occupancy are finalized before the street Improvements have been accepted for maintenance by the CITY.

(P-10) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to Broadway, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Broadway frontage when such Improvements are determined by the CITY to be necessary. A provision shall be included in the master deed for the project stating that if the CITY undertakes to establish a special assessment district to improve Broadway, each unit shall be assessed its pro rata share of the cost of Improvements allocable to the Property.

(P-11) To indemnify, defend and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the DEVELOPER, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the Site plan.

(P-12) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public Improvements in the Project prior to final written acceptance of the public Improvement\ s by the CITY. Evidence of such insurance shall be produced prior to any construction of Improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public Improvement and until notice of acceptance by the CITY of the Improvements.

(P-13) Existing landmark and street trees shown on the site plan as trees to be saved shall be maintained by the DEVELOPER in good condition for a minimum of three years after acceptance of the public Improvements by the CITY or granting of a certificate of occupancy. Existing landmark and street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public Improvements or granting of a certificate of occupancy, shall be replaced by the DEVELOPER as provided by Chapter 55 of the Ann Arbor City Code.

(P-14) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site or adjacent public streets. The City Administrator may authorize the DEVELOPER to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the DEVELOPER one year after the date of acceptance by the CITY.

(P-15) To create an association composed of all owners of 841 Broadway condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for 841 Broadway. The association (shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, exterior lighting, seating structures, driveways, on-site storm water management system, and all other common elements.

(P-16) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER at the address listed above, requiring it to commence and complete the items stated in the notice

within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER if the DEVELOPER does not complete the work within the time set forth in the notice.

(P-17) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the DEVELOPER or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the DEVELOPER, or Association, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER or Association if the DEVELOPER or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the DEVELOPER in the master deed.

(P-18) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area upon request.

(P-19) To prepare and submit to the Planning Services Unit one copy of the Master Deed, along with the required review fee, prior to issuance of building permits.

(P-20) Prior to the issuance of any grading or building permits for the Site Plan, for the benefit of the Property and in order to comply with Ann Arbor City Code requirements for site access and traffic impacts of the Project on nearby roads, to enter into an agreement with the CITY detailing specific public improvements ("Traffic Mitigation Improvements") to be made in order to mitigate access and traffic impacts of the development. The Traffic Mitigation Improvements as shown on the Site Plan, as further specified in civil construction plans, shall include: 1) The addition of a left-turn lane on Broadway Street for entry to the Project, including but not limited to, construction of an access lane, a drive opening Type M, retaining wall, and relocated pedestrian parapet wall; 2) A signalized site access intersection including, but not limited to, control signals and crosswalks; and 3) Access for emergency vehicles from the south side of Broadway Street, including but not limited to, a drive opening Type L, , widening of existing sidewalk, and segmented retaining wall. All Traffic Mitigation Improvements shall be constructed consistent with all applicable laws and standards, and shall include all work necessary to restore impacted intersections, streets, bridges, sidewalks, and other public infrastructure. The final design and civil construction drawings for Traffic Mitigation Improvements 1 and 3 shall be completed by the DEVELOPER, and the Improvements shall be constructed by the DEVELOPER. The final design and civil construction drawings for Traffic Mitigation Improvement 2 shall be completed by the CITY and shall be constructed by the CITY. All design, review and construction costs for the Traffic Mitigation Improvements shall be paid for by the DEVELOPER, and payment to CITY shall be prior to the request for and issuance of

any first certificate of occupancy for the Project, although Traffic Mitigation Improvements may be accepted at a later time as determined by the City Public Services Area.

(P-21) To design, construct, repair and maintain the Project in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, DEVELOPER shall review existing noise sources surrounding the Project and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-22) To include the elevation drawings, as submitted to City Council, as part of the Site Plan and to construct all buildings consistent with said elevation drawings. If the DEVELOPER proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The DEVELOPER is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-23) To remove all discarded building materials and rubbish from the Project at least once each month during construction of the Project. To remove all discarded building materials and rubbish from the Project at least once each month during construction of Project Improvements, and within one month after completion or abandonment of construction.

(P-24) To apply for and obtain a floodplain permit for the Project from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to the issuance of any permits for the Project.

(P-25) To apply for and obtain a Letter of Map Revision based on Fill (LOMR-F) for the Project per National Flood Insurance Program (NFIP) regulations. The LOMR-F must be obtained prior to the the City will issue any certificates of occupancy for the Project.

(P-26) No lot in 841 Broadway may be divided such that an additional building parcel is created.

(P-27) As part of the application for the first building permit, to provide documentation from an independent, qualified professional that verifies the Project has been designed to achieve a minimum of two points under the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Energy & Atmosphere Credit No. 1, based on the most recent version in effect at the date of this Agreement. Compliance with this requirement shall be verified and documented by the independent, qualified professional using an industry standard software energy modeling tool (EQUEST or equivalent).

(P-28) Prior to the issuance of the first certificate of occupancy, to pay to the CITY an affordable housing contribution of \$2,057,350 to be deposited in the City of Ann Arbor Affordable Housing Fund in compliance with the applicable PUD Ordinance Standards of July 2019 and the approved Supplemental Regulations for this Property.

(P-29) DEVELOPER is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of DEVELOPER has (have) legal authority and capacity to enter into this Agreement for DEVELOPER.

(P-30) Failure to construct, repair and/or maintain the site pursuant to the Site Plan and/or failure to comply with any of this Agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the DEVELOPER complies with the Site Plan and/or the terms and conditions of the Agreement. The DEVELOPER shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the Site Plan and/or Agreement.

(P-31) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER fails to make timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the Project is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-32) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the *841 Broadway Site Plan*.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this Agreement with the Washtenaw County Register of Deeds.

GENERAL TERMS

Both the DEVELOPER and the CITY agree as follows:

(T-1) This Agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the DEVELOPER, as set forth above in this Agreement and in the Site Plan, shall be binding on any successors and assigns in ownership of the following described parcel:

City of Ann Arbor, Washtenaw County, Michigan

PART OF BLOCK 14, ALL OF BLOCKS 15, 20, 21, 22 AND 23 AND VACATED FOURTH STREET, VACATED FIFTH STREET, VACATED HOTEL ALLEY, VACATED RAILROAD STREET AND VACATED RIVER STREET OF ORMSBY & PAGE'S ADDITION TO THE VILLAGE (NOW CITY) OF ANN ARBOR, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20 AND THE SOUTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN AS RECORDED IN LIBER M OF DEEDS, PAGE 191, WASHTENAW COUNTY RECORDS EXCEPT LAND CONVEYED TO THE MICHIGAN CENTRAL RAILROAD COMPANY AS RECORDED IN LIBER 86 OF DEEDS, PAGE 105 AND IN LIBER 450, PAGE 79, WASHTENAW COUNTY RECORDS AND THE LAND BETWEEN THE HURON RIVER (AS PLATTED) AND THE WATER'S EDGE OF THE EXISTING HURON RIVER, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 14, THENCE SOUTH 20 DEGREES 01 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF MICHIGAN CENTRAL RAILROAD, 106.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 14; THENCE SOUTH 24 DEGREES 55 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF MICHIGAN CENTRAL RAILROAD, 99.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BLOCK 14; THENCE SOUTH 29 DEGREES 38 MINUTES 55 SECONDS EAST, 18.61 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE MICHIGAN CENTRAL RAILROAD AND THE SOUTHERLY FACE OF A STEEL SEAWALL, AS EXTENDED, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 54 MINUTES 09 SECONDS EAST ALONG SAID SOUTHERLY FACE OF A STEEL SEAWALL, 24.79 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID THE SOUTHERLY FACE: 1) 89.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 269.37 FEET, CENTRAL ANGLE OF 19 DEGREES 08 MINUTES 09 SECONDS, CHORD BEARING NORTH 71 DEGREES 46 MINUTES 28 SECONDS EAST, 89.55 FEET AND 2) SOUTH 69 DEGREES 37 MINUTES 45 SECONDS EAST, 11.66 FEET TO THE END OF SAID SEAWALL, ALSO BEING POINT 'A'; THENCE SOUTHEASTERLY ALONG THE WATER'S EDGE OF RELOCATED HURON RIVER 1540 FEET, PLUS OR MINUS, TO A POINT ON THE WEST LINE OF BROADWAY STREET (98 FEET WIDE); THENCE SOUTH 56 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE OF BROADWAY STREET, 22.00 FEET, PLUS OR MINUS, TO A POINT BEING SOUTH 69 DEGREES 37 MINUTES 45 SECONDS EAST, 107.27 FEET AND NORTH 72 DEGREES 18 MINUTES 19 SECONDS EAST, 175.00 FEET AND SOUTH 84 DEGREES 12 MINUTES 49 SECONDS EAST, 310.00 FEET AND SOUTH 67 DEGREES 40 MINUTES 35 SECONDS EAST, 400.00 FEET AND SOUTH 50 DEGREES 11 MINUTES 00 SECONDS EAST, 435.00 FEET AND SOUTH 19 DEGREES 36 MINUTES 25 SECONDS EAST, 84.50 FEET FROM SAID POINT 'A'; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 56 DEGREES 30 MINUTES 00 SECONDS WEST, 127.54 FEET; THENCE THE FOLLOWING (13) THIRTEEN COURSES ALONG THE NORTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD: 1) NORTH 33 DEGREES 30 MINUTES 00 SECONDS WEST, 50.00 FEET, 2) SOUTH 56 DEGREES 30 MINUTES 00 SECONDS WEST, 77.14 FEET, 3) 269.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 634.03 FEET, CENTRAL ANGLE OF 24 DEGREES 20

MINUTES 18 SECONDS, CHORD BEARS SOUTH 68 DEGREES 41 MINUTES 06 SECONDS WEST, 267.31 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED RAILROAD STREET, 4) NORTH 61 DEGREES 55 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE OF VACATED RAILROAD STREET, 496.57 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED FIFTH STREET, 5) SOUTH 31 DEGREES 03 MINUTES 43 SECONDS WEST ALONG SAID CENTERLINE OF FIFTH STREET, 74.65 FEET, 6) NORTH 60 DEGREES 15 MINUTES 43 SECONDS WEST, 174.80 FEET, 7) NORTH 51 DEGREES 15 MINUTES 43 SECONDS WEST, 147.00 FEET, 8) NORTH 47 DEGREES 45 MINUTES 43 SECONDS WEST, 43.00 FEET TO A POINT ON THE EAST LINE OF SAID VACATED FOURTH STREET, 9) SOUTH 26 DEGREES 28 MINUTES 38 SECONDS WEST, 3.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 15, 10) NORTH 38 DEGREES 58 MINUTES 32 SECONDS WEST, 72.40 FEET TO THE SOUTHERLY CORNER OF SAID BLOCK 14, 11) NORTH 39 DEGREES 01 MINUTES 45 SECONDS WEST, 98.00 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 14, 12) NORTH 34 DEGREES 21 MINUTES 00 SECONDS WEST, 98.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 14, 13) NORTH 29 DEGREES 38 MINUTES 55 SECONDS WEST, 80.39 FEET TO THE POINT OF BEGINNING.

Parcel ID: 09-09-20-403-023

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the DEVELOPER, or any part of the Site Plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the item(s) the DEVELOPER has failed to perform.

(T-6) This Agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.. DEVELOPER submits to the personal jurisdiction of any competent court in Washtenaw County, Michigan, for any action arising out of this Agreement. DEVELOPER also agrees that no action will be commenced against the City because of any matter arising out of this Agreement in any courts other than those in the County of Washtenaw, State of Michigan, unless original jurisdiction can be established in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals.

CITY OF ANN ARBOR, MICHIGAN
301 East Huron Street
Ann Arbor, Michigan 48107

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
by _____, _____ of _____, a
_____, on behalf of the _____.

NOTARY PUBLIC
County of _____, State of _____
My Commission Expires: _____
Acting in the County of _____

DRAFTED BY AND AFTER RECORDING RETURN TO:
Ann Arbor Planning Services
ATTN: Brett Lenart
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265