

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREELINE CONSERVANCY AND CITY OF ANN ARBOR FOR THE
DESIGN AND PLANNING OF THE GATEWAY SEGMENT OF THE TREELINE TRAIL

This Memorandum of Understanding (MOU) is entered into by and between the Treeline Conservancy (TLC), a Michigan nonprofit corporation, 535 W. William St, Ann Arbor, Michigan 48103 and the City of Ann Arbor (City), a Michigan municipal corporation, 301 E. Huron St, Ann Arbor, Michigan 48104 for the purposes of describing, in general terms, the relative roles, efforts, obligations, and responsibilities of each relating to the design and planning of the Gateway Segment of the Treeline Trail (the Project). The TLC and the City may be referred to herein individually as a "Party" or collectively as the "Parties."

BACKGROUND

A. The TLC and City have previously stated their shared desire to advance the implementation of the Treeline Trail.

B. Pursuant to Ann Arbor City Council resolution R-19-071, the TLC and City entered into a Collaboration Agreement dated April 8, 2019 to establish a general framework for their collaboration to advance the Treeline Trail which acknowledged such work would be done in segments and allows the parties to enter into other agreements.

C. On September 15, 2025, the Ann Arbor City Council approved resolution R-25-362 reaffirming the City's support for the Treeline Trail generally and specifically the Gateway Segment, the northern-most segment, and TLC's desire to issue a request for proposals for the design and preparation of construction plans for that segment with the intent that TLC will enter into a professional services agreement with a selected consultant to complete the Project work.

D. In fall 2025, the State of Michigan announced a State budget earmark of a million dollars for the Treeline Trail project but without details regarding the manner the funds would be provided.

E. The TLC is now preparing to issue a request for proposals for the design and preparation of construction plans for the Gateway Segment Project, and the City desires to support and collaborate with the TLC on the Project.

F. The TLC and City have reached an understanding regarding their respective roles, efforts, obligations, and responsibilities, including financial responsibilities, for the Project and desire to set forth their mutual understanding to achieve their shared goals.

ACKNOWLEDGING the accuracy of the background above, the Parties enter into this MOU to memorialize their understanding of their mutual goals and their respective roles, efforts, obligations, and responsibilities as to the Project and agree as follows:

1. TLC Responsibilities. The TLC is the lead party for the Project and shall be responsible for its implementation and progress, including, but not limited to, the following:

- a) Generally administering, managing, and implementing the Project;
- b) Funding the Project, unless the Parties agree otherwise in writing;
- c) Cooperating with the City to jointly develop, issue, and administer the request for proposals for the Project ("RFP"), which shall be subject to TLC's final approval;

- d) Evaluating proposals for the project and seeking the City's input on proposals received for the Project;
- e) Selecting a consultant for a contract to perform the Project work after consultation with the City;
- f) As applicable, executing a contract with a selected consultant to complete the Project and administering the contract to complete the Project work;
- g) Paying consultants and others, as applicable, for work on the Project unless the City is responsible, as fiduciary or otherwise, for making payments to such consultants from Project funds, grants, earmarks, or other non-City funds;
- h) Collaborating with and seeking input from the City regarding the Project;
- i) Involving and informing the City with regard to progress and status of the Project;
- j) Collaborating and cooperating with the City in seeking federal, state or other funding opportunities for the Project, as needed;
- k) Providing information, documentation, or other things needed for seeking and securing Project funding;
- l) Providing information, documentation, or other things needed for compliance with funding requirements, including reporting, auditing, etc.;
- m) Complying with applicable Project funding and other applicable requirements;
- n) As applicable, submitting invoices to the City for payment from funds held and administered by the City for the Project.

2. City Responsibilities. The City shall be responsible for the following:

- a) Collaborating with and supporting the TLC in its efforts to advance the Project, particularly as to issues that may include, involve, or impact City properties, facilities, or other interests;
- b) Administer the TLC request for proposals for the Project, including jointly, developing and issuing (subject to TLC approval) the RFP and receiving proposals. The City shall administer the RFP in consultation with TLC, including coordination on any addenda or amendments, responses to bidder inquiries, and evaluation of proposals;
- c) Providing the TLC input on proposals received for the Project;
- d) Supporting the TLC's efforts to select a consultant for a contract to perform the Project work;
- e) Supporting the TLC's efforts to seek and secure funding for the Project, which may include, but not be limited to, applying for funding or grants;
- f) As applicable, allowing and facilitating the Project on or connecting City property and facilities, including, but not limited to, 721 N. Main St and the Allen Creek Berm Opening Tunnel and surrounding areas controlled by the City which are necessary for the Project contingent upon the TLC and their consultants obtaining the necessary permission and/or permits from the City;
- g) Administering State earmark and related grant funds for the Project, reimbursing costs incurred, and paying invoices for work on the Project in compliance with this MOU, earmark and/or grant requirements, funding requirements, as applicable and/or as agreed upon by the Parties in writing. The City shall process and pay payment requests, approved invoices, and the like within in a timely manner after review and submission and approval by TLC, provided such are consistent with the agreed Project budget and scope;
- h) The City shall have no obligation to complete the Project or have it completed;
- i) The City shall have no obligation to administer, manage any contract relating to the Project or to make payments on any contracts to which it is not a party.

3. State Earmark/Funding. The Parties agree to cooperate and take actions needed to pursue and secure the State earmark funds for the Project, which may include applying for a grant or making other applications or submissions, executing a grant agreement, and complying with any funding requirements.

4. Project Funding. The Parties agree that the TLC will fund 100% of the Project subject to the receipt and availability of the State earmark funding for the Project or other funding sources and contributions. Other than its own costs for staff time and administration, the City shall have no obligation to contribute funds toward the Project. Unless specifically otherwise agreed to in writing, each Party agrees to be responsible for carrying out its own obligations and bearing its own costs relating to such activities.

5. Effective Date; Duration. This MOU will take effect on the date it is signed by the last Party to sign it and shall remain in effect from year to year until the Project is completed or until terminated by mutual agreement of the Parties or by either Party, at any time for any reason, providing 30 days advance written notice of termination to the other. In the event of termination, the Parties shall cooperate in an orderly wind-down of their respective responsibilities under this MOU including payment of all costs incurred or committed prior to the effective date of termination.

6. Other Agreements. It is anticipated that the Parties may desire to amend this MOU, enter into other binding agreements, or execute other documents relating to the Project. Those agreements or documents may delineate the parties' rights and obligations and address specific components, such as sources and amounts of funding or responsibilities for administering Project funds, and those agreements or documents will be approved and signed independently as determined by the Parties.

7. Cooperation. The parties agree to mutually cooperate with one another in good faith to effectuate the intent and purposes of this MOU and to avoid unduly hindering one another in connection with the Project.

8. Notices. Notices, invoices, and other communications shall be deemed given when mailed by first-class mail postage prepaid, emailed, or personally delivered as follows:

For the TLC:

The Treeline Conservancy
Attn: Director of Operation – Melissa Kesterson
535 W William St
Ann Arbor, MI 48103
Email mkesterson@thetreeline.org
With a copy to:

The Treeline Conservancy
Attn: Board Co-Chair - Norman G. Herbert
535 W. William St
Ann Arbor, MI 48103
Email normanh@umich.edu

For the City:

City of Ann Arbor
Attn: Public Services Area Administrator
301 E. Huron St., 6th Floor
Ann Arbor, MI 48104
Email: jroberts@a2gov.org

With a copy to:

City of Ann Arbor
Attn: City Attorney
301 E. Huron St., 3rd Floor
Ann Arbor, MI 48104
akaur@a2gov.org

9. Amendments. This MOU may be amended and/or supplemented by written agreement of the Parties.
10. Governing Law. This MOU shall be governed by and construed according to the laws of the State of Michigan.
11. Binding Effect. All of the terms and provisions in this MOU shall bind and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.
12. Construction. This MOU shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this MOU shall be interpreted in light of the probable intent of the Parties.
13. Severability: The invalidity or enforceability of a particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. Authority to Sign. Each person signing this MOU represents and warrants that he or she has authority to sign it on behalf of the TLC or City, respectively.
15. Electronic Signatures; Counterparts. The Parties agree that this MOU will be considered signed when the electronic signature of a Party is delivered by electronic transmission. Signatures transmitted electronically shall have the same effect as original signatures.

[signatures on next page]

CITY OF ANN ARBOR

THE TREELINE CONSERVANCY

By: _____
Christopher Taylor, Mayor

By: _____
Joe O'Neal,
Board Co-Chair

By: _____
Jacqueline Beaudry, City Clerk

By: _____
Norman G. Herbert,
Board Co-Chair

Dated: _____

Dated: _____

Approved by :

Milton Dohoney, Jr, City Administrator

Jordan Roberts,
Public Services Area Administrator

Atleen Kaur, City Attorney