



Washtenaw County Parks and Recreation Commission

To: Howard Lazarus, Administrator, City of Ann Arbor
From: Coy Vaughn, Director, Washtenaw County Parks & Recreation Commission,
Jeff Hardcastle, Board Chair, Huron Waterloo Pathways Initiative
Date: May 2, 2018
Re: Letter of Intent - Collaboration to Update the Bandemer-Barton Pedestrian Tunnel
2005 Feasibility Study and to Obtain Comprehensive Engineering Services to
Extend the Barton Nature Area Trail

This Letter of Intent ("LOI") describes the understanding between the City of Ann Arbor, Washtenaw County Parks and Recreation Commission (WCPARC), and the Huron Waterloo Pathways Initiative (HWPI) (jointly referred to as "Collaborators") to collaborate on the feasibility, design and construction of two segments of the Border-to-Border Trail (B2B) between Dexter and the north end of Bandemer Park. Such segments are more specifically described herein and include the Bandemer-Barton Pedestrian Tunnel (circled in the blue-dashed line of Exhibit A and labeled as Area 1) ("Tunnel") and the Barton Nature Area Trail Extension (circled in the yellow-dashed line of Exhibit A and labeled as Area 2) ("Trail Extension"). Exhibit A is attached hereto and incorporated by reference herein. **This LOI shall be non-binding on the Collaborators except for the 2005 Update payment obligation (described below), which shall be binding on the Collaborators if the conditions therefore are met.**

The Collaborators hereby state their intention to work together to achieve the following goals: (1) close the gap in the B2B between Dexter and the north end of Bandemer Park; (2) improve universal accessibility to nature areas identified in Exhibit A; and (3) create a safe, non-motorized connection to Huron River Drive and the surrounding natural areas, without the need to traverse North Main Street or illegally cross the MDOT-owned railroad. This collaboration is intended to benefit the citizens in Ann Arbor, Washtenaw County, and the surrounding region as part of the statewide Iron Belle Trail. The Collaborators' intention is more specifically described below.

1. Engineering Feasibility Study Update – Bandemer - Barton Tunnel: The City of Ann Arbor commissioned an Engineering Feasibility Study in 2005 to create a grade-separated, non-motorized pedestrian crossing at a well-used trespassing point across the MDOT/Amtrak railroad between Barton Nature Area and Bandemer Park ("2005 Study"). To further the goals outlined in this LOI, the 2005 Study should be updated ("Update") because of changes in conditions since its completion such as railroad ownership and design standards. To complete the Update, the Collaborators must first issue an RFP for the Update, select a firm to perform the Update, and enter into a contract with such firm. Therefore, Collaborators agree as follows:

- a. The Collaborators will jointly agree upon the final scope of work to be included in the Update RFP. WCPARC will issue such RFP;
- b. The Collaborators will jointly select the proposal pursuant to such RFP and jointly agree on the project timeline and budget to be included in the final contract pursuant thereto. However, WCPARC will execute any contract with the selected firm, subject to the approval of the other Collaborators;



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- c. If 1(a) and (b) (above) are completed, then the Collaborators shall pay equally (one third each) for the total cost of the Update. However, the Collaborators agree that the City shall not be required to pay more than \$12,500 for such Update and any additional cost would be paid equally by WCPARC and HWPI. This section 1(c) shall be binding on the Collaborators;
- d. The City of Ann Arbor will provide publicly available background information in its possession related to the Tunnel and the 2005 Study including but not limited to: property boundaries, utility locations, known environmental site conditions, and previous studies related to the area. The City makes no representations or warranties about the accuracy of such information and it is incumbent on the Collaborators to verify the accuracy of such information;
- e. Upon the completion of the final Update, the Collaborators will negotiate in good faith in order to execute agreements related to the next two phases of the Tunnel: 1) comprehensive engineering services; and (2) construction. Such agreements will include but are not limited to addressing: site access, funding, maintenance, and ownership of the proposed Tunnel. If parties are able to successfully negotiate terms, they will be formalized in a binding agreement.

2. Trail Extension - Comprehensive Engineering Services: The Collaborators agree that comprehensive engineering services ("Engineering Services") are needed to prepare the engineering plans necessary to bid and construct the Trail Extension. In order to obtain such Engineering Services, the Collaborators agree as follows:

- a. To jointly agree upon the final scope of work to be included in the Engineering Services RFP. WCPARC will issue such RFP;
- b. To jointly select the engineering firm pursuant to such RFP, and agree on the project timeline and budget to be included in the final Engineering Services contract. However, WCPARC will execute any contract with the selected engineering firm, subject to the approval of the other Collaborators;
- c. That WCPARC and HWPI will pay equally for the full cost of the Engineering Services of the Trail Extension;
- d. That the City of Ann Arbor will provide publicly available background information in its possession related to the Trail Extension including but not limited to: property boundaries, utility locations, known environmental site conditions, and previous studies related to the area. The City makes no representations or warranties about the accuracy of such information and it is incumbent on the Collaborators to verify the accuracy of such information;
- e. That the City of Ann Arbor will assist WCPARC in the determination and facilitation of the appropriate avenues for public discourse related to the Engineering Services;
- f. That if the final engineering plans are completed, the Collaborators will negotiate in good faith to execute necessary agreement(s) to construct the Trail Extension including but not limited to agreements for: site access, funding, maintenance, and ownership. To the extent practicable and feasible, Collaborators may begin such negotiations in advance of the completion of the final engineering plans.

3. Term: The LOI will be in effect for up to 18 months or until the aforementioned projects are complete, whichever is sooner. Any Collaborator can request up to a six-month extension to perform under this LOI, which the other Collaborators will grant to the extent practicable.

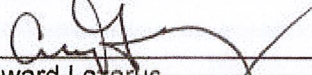
The undersigned agree to work collaboratively and allocate appropriate staff time and resources to complete the tasks and responsibilities outlined in this LOI in a timely manner.



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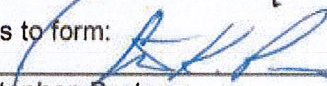
CITY OF ANN ARBOR, a Michigan municipal corporation

As to content:



Howard Lazarus
Administrator
Dated: 5/24/18

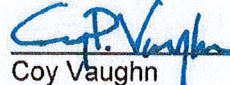
As to form:



Stephen Postema
City Attorney

And

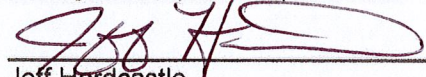
WASHTENAW COUNTY, a Michigan municipal corporation, by the Washtenaw County Parks & Recreation Commission



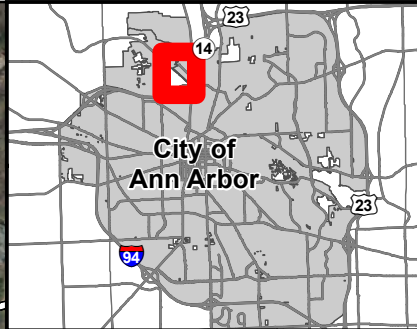
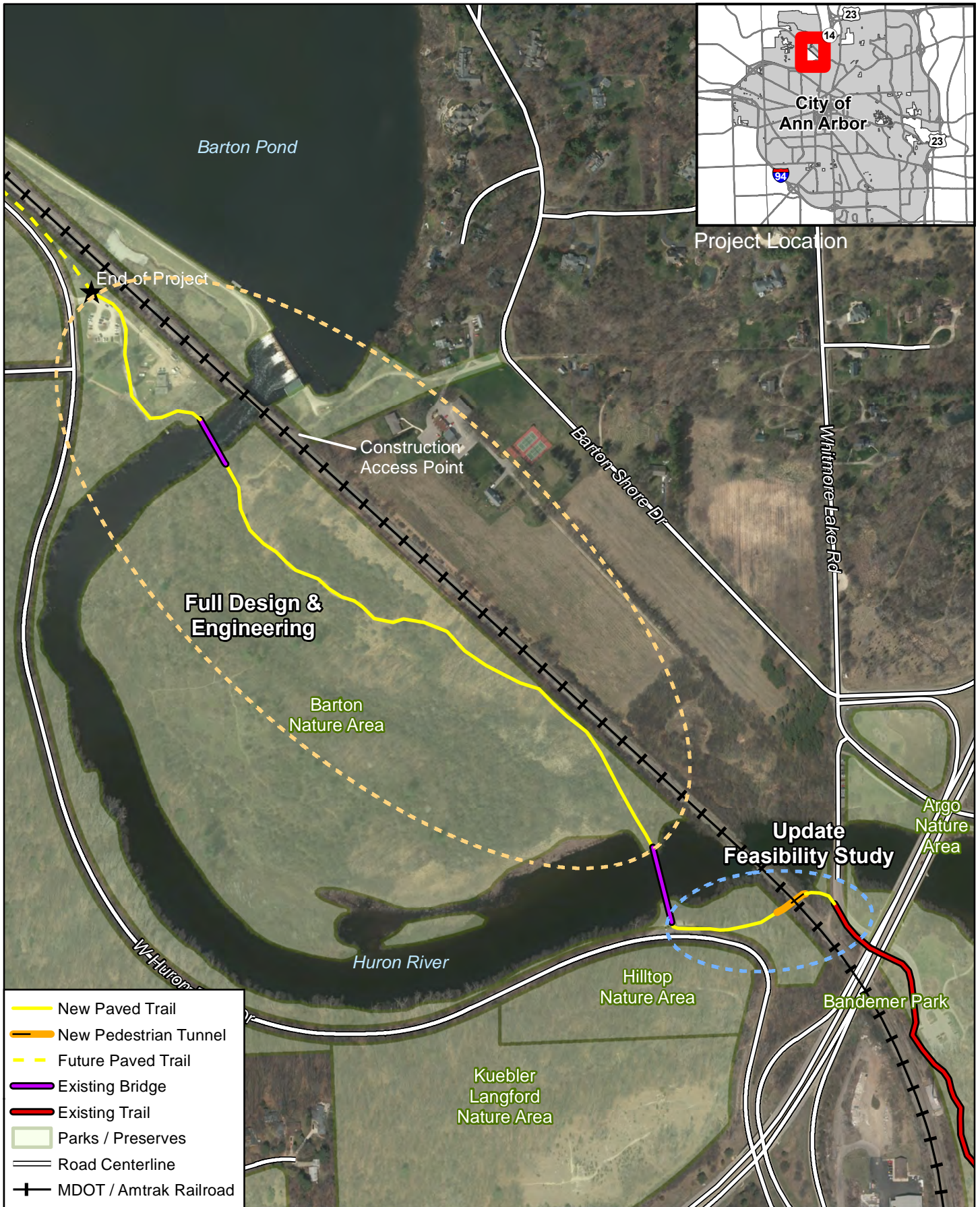
Coy Vaughn
Director
Dated: 5-2-18

And

HURON WATERLOO PATHWAYS INITIATIVE, a Michigan non-profit corporation



Jeff Hardcastle
Board Chair
Dated: 5-31-2018



Project Location

