



CITY COUNCIL EMAILS
23 MAR 2009

1-3

a2docs.org

Higgins, Sara

From: Selvig, Beverly J
Sent: Monday, March 23, 2009 7:27 AM
To: Briere, Sabra; McCormick, Sue
Subject: RE: sidewalk gap program

I'm so sorry about the spelling of your name! I knew the spelling and mistyped! Will watch more carefully in the future! --
-Beverly

From: Briere, Sabra
Sent: Friday, March 20, 2009 6:50 PM
To: Selvig, Beverly J; McCormick, Sue
Subject: RE: sidewalk gap program

Dear Sue and Beverly,

Thank you very much for copying me and keeping me in the loop.

1987 is over 20 years ago. A lot can change in that time. I suspect Mr. Edelstein's memory of the neighborhood consensus may have blurred. I know I was new to the neighborhood -- and the outcome of that initial request was that the City would NOT close Leaird.

The decision to vacate the street came much later -- and perhaps, it's that discussion that Mr. Edelstein is remembering.

Sabra -- please note the spelling of my name.

*Sabra Briere
First Ward Councilmember
(734)995-3518 (home)
(734)714-2237 (work)*

From: Selvig, Beverly J
Sent: Fri 3/20/2009 5:42 PM
To: [REDACTED]
Cc: Harrison, Venita; Dempkowski, Angela A; Hieftje, John; Schopieray, Christine; Briere, Sabra; Smith, Sandi; McCormick, Sue; Fraser, Roger; Hupy, Craig; Henderson, Karla
Subject: FW: sidewalk gap program

Dear Mr. Edelstein, please find attached a written response to your inquiries provided by Sue McCormick, Public Services Administrator. I sincerely apologize for the length of time it has taken. If you have further questions or comments, please feel free to share them with us. Sincerely, Beverly J. Selvig, Management Assistant, City of Ann Arbor Public Services, 734-794-6310 ext 43103.

From: [REDACTED]
Sent: Sunday, January 11, 2009 11:26 AM
To: Briere, Sabra
Cc: Pirooz, Homayoon; Hieftje, John; [REDACTED] Smith, Sandi; McCormick, Sue; Fraser, Roger; Selvig, Beverly J
Subject: RE: sidewalk gap program

6/22/2009

Dear Sabra:

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Respectfully,

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Which is too bad for the rest of us.

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6/22/2009

Sabra Briere
First Ward Councilmember
(734)995-3518
(734)484-3600 x 237 (work)

From: [REDACTED]
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To: Selvig, Beverly J
Cc: Pirooz, Homayoon; Hieftje, John; Briere, Sabra; [REDACTED] Smith, Sandi
Subject: RE: sidewalk gap program

Dear Ms. Selvig:

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Please advise me of the current status of when the sidewalk 'gap' will be replaced.

Cordially,

Jack Edelstein, Ph.D.
[REDACTED]

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Sent: Tuesday, August 03, 2004 10:54 AM
To: 'Jack Edelstein'
Cc: Gordon, Mary G; Pirooz, Homayoon; Kluczynski, Brad; Rynard, Teresa; Wheeler, William; Hupy, Craig; Slotten, Cresson
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To: [REDACTED]
Cc: Selvig, Beverly J; Gordon, Mary G
Subject: RE: sidewalk gap program

One of our City staff or I will contact you next week. Thank you for your continued patience,

Homayoon

6/22/2009

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

From: Jack Edelstein [redacted]
Sent: Friday, July 30, 2004 2:16 PM
To: 'Pirooz, Homayoon'
Subject: RE: sidewalk gap program

Dear Mr. Pirooz:

Thank you for your prompt reply.

Can you advise me when/if my suggestions will be addressed, and whether I will be informed of the decisions that are made?

Jack Edelstein
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Dear Mr. Edelstein,

Thank you for e-mail and the information regarding the needed improvements. I am enclosing a copy of your e-mail to several City staff, knowledgeable and prepared to answer your questions and assist us with the solutions. Our Brad Kluczynski of the City's Field Operation Unit is in charge of guardrail maintenance, sidewalk maintenance and trip hazards, and our Cresson Slotten is in charge of planning for new projects including new sidewalks where there is none.

Please feel free to contact me too if I can be of any assistance. Best,

CITY OF ANN ARBOR
PROJECT MANAGEMENT
Homayoon Pirooz, P.E.
Manager
Office (734) 994-6148
Fax (734) 994-1765
hpirooz@ci.ann-arbor.mi.us

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

From: Jack Edelstein [mailto:[redacted]]
Sent: Thursday, July 22, 2004 8:31 PM
To: hpirooz@ci.ann-arbor.mi.us
Subject: sidewalk gap program

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Thank you for reviewing my request. I look forward to your reply, and am willing to help in any way I can.

Best Regards,

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No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.1.405 / Virus Database: 268.11.7/436 - Release Date: 9/1/2006

No virus found in this incoming message.
Checked by AVG - <http://www.avg.com>
Version: 8.0.176 / Virus Database: 270.10.5/1886 - Release Date: 1/10/2009 6:01 PM

6/22/2009

Higgins, Sara

From: McMurtrie, Thomas
Sent: Monday, March 23, 2009 7:28 AM
To: 'David Stead'; Teal, Margie; 'Steve Bean'; Stone, Nancy Y
Cc: [REDACTED]
Subject: Solid Waste rates - finalizing

Follow Up Flag: Follow up
Due By: Tuesday, March 24, 2009 12:00 AM
Flag Status: Flagged

Jim and I met last Friday to review this and other issues. I mentioned that if we can finalize the solid waste rates by this Friday (March 27), I can include these rates along with all the other solid waste rates that are being submitted to City Council.

Jim thought that we could email the Rates Committee a final proposal for comments on Wednesday, and then have us meet as a group on Friday to finalize.

Are people available from 11:30 to 12:30 on Friday?

Thanks!

Tom McMurtrie

Ann Arbor Systems Planning Unit-Public Services
P.O. Box 8647 / 100 N. Fifth Ave.
Ann Arbor, MI 48107

PLEASE NOTE NEW PHONE NUMBER:

Phone: 734.794-6430 X 43707

Fax: 734.996.3064

www.a2gov.org

Higgins, Sara

From: Briere, Sabra
Sent: Monday, March 23, 2009 7:32 AM
To: Selvig, Beverly J
Subject: RE: sidewalk gap program

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Sabra Briere
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PROJECT MANAGEMENT

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Checked by AVG Free Edition.
Version: 7.1.405 / Virus Database: 268.11.7/436 - Release Date: 9/1/2006

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6/22/2009

Higgins, Sara

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Office (734) 994-6148
Fax (734) 994-1765
hpirooz@ci.ann-arbor.mi.us

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

From: Jack Edelstein [mailto:████████████████████]
Sent: Thursday, July 22, 2004 8:31 PM
To: hpirooz@ci.ann-arbor.mi.us
Subject: sidewalk gap program

Hello Mr. Pirooz. I would like to bring to your attention some issues regarding sidewalks and pedestrian access that require to be addressed by the city:

1. There is a walking path that links Jones Court with Leaird Drive. Until several years ago, this section was actually a road, but it was closed in the mid-1990s. I recall that Jim Wheeler at that time promised the residents that this closed strip would be a maintained walk way. Indeed, there is a lot of foot traffic on this abandoned ROW. However, access from Leaird Drive onto the walkway is blocked by a guard rail, which forces pedestrians onto a narrow, uneven path to skirt this barrier. I have seen people slip and fall, especially in the winter. I would suggest that the very edge of the steel guard rail (i.e. about 24") could be easily removed by removing a few bolts, and that would make access to the path much safer and more convenient, while still keeping out vehicles.
2. The northeastern portion of Broadway Drive, near where it intersects Plymouth Road (where the Shell station is located) is missing large sections of sidewalk. There are sections of Broadway here that have NO sidewalk at all on either side, some with sidewalk on only one side, and some with broken sidewalk. This is an area with a lot of foot traffic, and a good safe sidewalk would be most welcome.

Thank you for reviewing my request. I look forward to your reply, and am willing to help in any way I can.

Best Regards,

Jack Edelstein, Ph.D.
████████████████████

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.1.405 / Virus Database: 268.11.7/436 - Release Date: 9/1/2006

No virus found in this incoming message.
Checked by AVG - <http://www.avg.com>
Version: 8.0.176 / Virus Database: 270.10.5/1886 - Release Date: 1/10/2009 6:01 PM

6/22/2009

Higgins, Sara

From: Schopieray, Christine
Sent: Monday, March 23, 2009 9:18 AM
To: Hieftje, John
Subject: FW: Mayor on Opening Night

John- FYI

From: d o n a l d [mailto: [REDACTED]] **On Behalf Of** Donald Harrison
Sent: Friday, March 20, 2009 4:12 PM
To: Schopieray, Christine
Subject: Mayor on Opening Night

Hi Christine-

For the Mayor's welcome remarks on Tuesday for the Film Festival's Opening Night, I wanted to provide a brief prep before we all go on stage.

Russ Collins will welcome the audience and introduce Donald Harrison for welcome remarks to the festival, and context for our geography/map theme of the 47th. Donald will introduce the Mayor, who welcomes our visitors to Ann Arbor. We're trying to keep the speakers brief this year, so 2 - 3 minutes. We'd love to have the Mayor reference the geography of Ann Arbor, ways that make this place special and unique from other geography. Following his welcome Donald will introduce the Artistic Director, Christen McArdle, and then conclude the welcome with thank yous. Screening begins.

We'll look for the Mayor to go backstage at 8pm with Russ, myself and Christen McArdle.

Any questions, just let me know on Monday.

Hope you can join us -- passes for both of you at the box office will call starting at 5:30pm.

Best,

-Donald

Donald Harrison
Executive Director
Ann Arbor Film Festival
[REDACTED]

The 47th Ann Arbor Film Festival | March 24 - 29th, 2009
The original North American independent film festival - established 1963

6/22/2009

Higgins, Sara

From: Kulhanek, Matthew
Sent: Monday, March 23, 2009 9:40 AM
To: 'Mark Perry'; Mark Perry
Cc: Teall, Margie
Subject: Airport Ag Lease
Attachments: Broadview Farms Lease.pdf

Mark,

Attached is a copy of the lease with Broadview Farms (George McCalla) for the Airport agricultural land. This lease expired in 1998 and has been extended on a year to year basis since. I will scan and send the most recent extension letter, which covers the 2009 planting season, soon. I'm downtown today and won't get out to the Airport to retrieve the extension letter until tomorrow. Let me know if you have any questions. Thanks.

Matt

6/22/2009

LEASE AGREEMENT

between

CITY OF ANN ARBOR

and

BROADVIEW FARMS

This contract is between the CITY OF ANN ARBOR, a Michigan municipal corporation (City), and BROADVIEW FARMS, a Michigan corporation (Lessee).

In consideration of the mutual promises below, City and Lessee agree as follows:

- (1) **PREMISES:** The City agrees to lease to the Lessee property in Pittsfield Township, Washtenaw County, Michigan, described in Exhibit A (attached) hereby known as premises. The total area of the premises is approximately 160 acres.
- (2) **LEASE DURATION:** The terms of the lease shall be three (3) years beginning January 1, 1996, and ending on December 31, 1998. The Lessee with the approval of the City may extend this lease for two (2) additional one (1) year periods. At the end of the lease the Premises including all fixtures and improvements left on the Premises shall become the sole property of the City.
- (3) **RENT:** As a condition of occupancy of the premises, the Lessee agrees to pay the City rent in the amount of \$51.50 per acre per year for 160 acres. The Lessee shall pay to the City annual rent in advance on or before the fifteenth (15th) day of December. The Lessee shall be permitted to defer 1/2 of the annual

*Page 9 of
Agreement Amended*

rent if half is paid on or before the fifteenth (15th) day of December, each year. The balance shall be due on the fifteenth (15th) day of June, each year. Failure to make any of the deferred payments on time, for whatever reason, shall eliminate Lessee's right to defer payments. Any further payments and all of the year's rent shall immediately come due and be payable.

- (4) **LATE PAYMENT:** In addition to the requirement of immediate payment of all amounts due for the annual rent, a late payment penalty of one (1) percent per month for the unpaid balance of the annual rent will be required of the Lessee should payment not be made by the fifteenth (15th) day of the month. Rent shall be deemed paid when received by the Ann Arbor City Treasurer, provided that, if a check for payment is dishonored for any reason not the fault of the City, rent shall be deemed paid when the check is honored. If a check is returned, a fee equal to the rate of the postage plus a fee of 5 percent or twenty-five dollars which ever is lower or as amended by City Council will be assessed to Lessee's account. Rent more than sixty (60) days past due shall be considered delinquent and in default, thereby subjecting the Lessee to termination of the lease.
- (5) **DEFAULT PAYMENT:** If the Lessee shall default in any payment or expenditure other than rent required to be paid or expended by the Lessee under the terms of the Lease, the City may, at its option, place a lien on all crops on the premises for unpaid and past due rent. The City may also, at its option, make the payment or expenditure. The amount shall be payable as rent to the City by the Lessee within fifteen (15) days of presentation of the bill together with interest

at fifteen (15) percent per annum from the date of the payment or expenditure by the City, or at the highest rate permitted by law, whichever is lower. On default payments, the City shall have the same remedies as on default in payment for rent.

- (6) **REMEDIES:** If the Lessee fails to comply with any of the terms or conditions in this lease, the City may terminate the lease and evict the Lessee in a manner provided by law. The Lessee must remove all personal property from the premises at the time of termination of the lease. Any personal property left on the premises after termination of the lease may be removed or sold by the City. Proceeds from the sale of property will be applied to any unpaid rent or other costs owed to the City by the Lessee.
- (7) **ASSIGNMENT:** The Lessee promises not to assign, transfer, encumber or sublet the premises or any part without the written consent of the City (which consent will not be unreasonably withheld). Any assignment, transfer, encumbrance or subletting without the written consent (which consent will not be unreasonably withheld) shall give the City the right to terminate this lease and to re-enter and repossess the Premises.
- (8) **BANKRUPTCY AND INSOLVENCY:** The Lessee agrees that (a) if the estate created by this lease is taken in execution or by other process of law, (b) if the Lessee is declared bankrupt or insolvent according to law or any receiver be appointed for the business and property of the Lessee, or (c) if any assignment is made of the Lessee's property for the benefit of creditors, then this lease may

be cancelled at the option of the City.

(9) **RIGHT TO MORTGAGE/SUBORDINATE:**

(A) The City reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or later placed upon the City's interest in the premises in a part or upon any encumbrance later placed on the premises. The Lessee promises and agrees to execute and deliver upon demand any further instrument(s) subordinating this lease to the lien of any mortgage or mortgages as shall be desired by the City and hereby irrevocably appoints the City the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.

(B) This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(C) The lessee shall have the right to mortgage the leasehold interest in the premises and the Lessor agrees to consent to the mortgage.

(10) **USE AND OCCUPANCY:**

(A) It is understood and agreed between the parties that the premises during the continuance of this lease shall be used and occupied solely for farming

purposes consisting of planting, maintaining and harvesting crops and for no other purpose or purposes without the written consent of the City. The Lessee will at all times farm and care for said land in a good manner, in accordance with good farming and soil conservation practices; will not commit or permit waste thereon, will carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the continuance of this lease; will promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the lessor in as good condition and repair as they now are or may be at any time during the continuance of this lease, ordinary wear and tear excepted; will keep cultivated lands of said premises free from weeds and destroy all weeds along the fences and improvements before they ripen their seeds. The Lessee will not use the premises in violation of any law, municipal ordinance or regulation. On any breach of this agreement the City may at its option terminate this lease forthwith and re-enter and repossess the premises. Lessee also agrees that the Airport Manager, or his/her duly authorized representatives or agents, may at any reasonable time enter upon the premises for the purposes of making any inspection deemed necessary by the manager in order to determine whether Federal, State, or Municipal rules and regulations governing the operation of airport or the use and occupancy of leasehold interests are being complied with. It is mutually acknowledged that this agreement does not grant to

the Lessee the right to engage in any commercial operation as defined in the Rules and Regulations pertaining to operation of Ann Arbor Municipal Airport, and specifically forbids commercial operations unless that right is granted by the City in an Airport Commercial Use Agreement.

(B) The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of 854 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

(11) **TENANT TO INDEMNIFY:** The Lessee agrees to indemnify and hold harmless the City, its agents, employees or officers from any liability for damages to any person or property in, on or about the premises from any cause whatsoever. Lessee will procure and keep in effect worker's compensation insurance in the form and in the amount required by Michigan Law. Lessee will procure and keep in effect Commercial General Liability Insurance on an "Canceled Basis" with limits of liability not less than \$1,000,000 per canceled and/or aggregate combined single-limit Personal Injury, Bodily Injury and Property Damage. Lessee will procure and keep in effect Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than

\$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The Lessee shall deliver certificates of the policies to the City and shall name the City of Ann Arbor as an insured party. Certificates shall provide not less than 10 days prior written notice to the City of cancellation, non-renewal, reduction in the amount of insurance or material change of terms of the policy. Upon Lessee's failure to provide proof of insurance and a copy of each policy within five (5) business days of being notified of Lessee's failure to file the documents, the City may at its option obtain the insurance and the cost shall be paid as additional rent due and payable upon the next ensuing rent day.

(12) **IMPROVEMENTS:** Lessee shall not construct or make structural improvements to the premises without the City's advance written approval, which shall not be unreasonable withheld. All construction or structural improvements to the premises made by the Lessee during the term of the lease shall be the property of the City and shall remain on the premises and be surrendered with the premises at the termination of the lease without molestation or injury.

(13) **RESERVATIONS:**

- (A) The City reserves the right of free access at all times to the premises.
- (B) The City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

- (C) The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.
- (D) The City reserves the right to demand possession of all or any portion of the Premises should the demand be required for reasons of safety, airport construction or any other reason. In such event, the City shall pay reasonable damage for growing crops taken, an agreed value for work done on unplanted land and future rentals hereunder shall be proportionately reduced.
- (E) The City reserves the right to use the airspace above the premises for the operation of aircraft taking off or landing, at the Ann Arbor Municipal Airport. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Ann Arbor Municipal Airport.
- (F) The Lessee by accepting this lease agrees for itself, its successors, and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from Ann Arbor Municipal Airport or otherwise constitute a hazard. In the event the

aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Lessee.

- (14) **SERVICES NOT EXCLUSIVE:** It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- (15) **CARE OF PREMISES:** The Lessee shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to other Lessees and shall keep the premises under its control (including adjoining drives, ramps, and grounds) clean and free from rubbish and dirt, snow and ice, and the grass mowed at all times. It is understood and agreed that no crops will be grown within the primary surface of any runway nor within 100 feet of any taxiway or aircraft parking area on a general aviation airport, nor in such a way as to obstruct the line of sight from any point on a runway to any point on any other runway. Crops grown in the approach areas at the ends of each runway shall be restricted to low growing varieties that will not penetrate the FAR Part 77 approach surfaces. In the event the Lessee shall not comply with these provisions, after seven (7) days written notice of required remedies, the City may enter upon the premises and have rubbish/dirt/~~and~~ ^{and hauled away} and the grass mowed in which event the Lessee agrees to pay all charges that the City shall pay for the cleaning.

and hauling rubbish, dirt, mowing the grass, and the removal of snow and ice. The charges shall be paid to the City by the Lessee within fifteen 15 days of presentation of the bill and the City shall have the same remedy as is provided in paragraph 6 of this lease.

(16) **COMPLIANCE WITH LAWS, ORDERS, REGULATIONS, OR ORDINANCES:**

(A) The Lessee shall at its own expense promptly comply with all laws, orders, regulations, or ordinances of all Municipal, County, State, and Federal authorities affecting the premises and the cleanliness, safety, occupation, and use of the premises.

(B) The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situation on the premises.

(17) **CONDITION OF PREMISES AT TIME OF LEASE:** The premises is leased "as is". The Lessee acknowledges that he/she/it has examined premises prior to the making of this lease, and knows the condition of the premises land herein described as Exhibit A, and that no representations as to its condition or state of repairs have been made by the City, or its agent. The Lessee accepts the premises in its present condition at the date of the execution of this lease. The City shall not be responsible or liable to the Lessee for any loss or damage from

the acts or omissions of persons occupying any part of adjoining buildings or any part of the premises or for any loss or damage resulting to the Lessee or its property from bursting, stoppage, or leaking of water, gas, sewer or steam pipes.

- (18) **GAS, WATER, HEAT, ELECTRICITY AND TAXES:** The Lessee will pay all charges made against the premises for gas and water during the continuance of this lease, as the same shall become due. Lessee shall be responsible for and pay all taxes assessed against the premises. Failure to pay all charges and taxes shall subject the Lessee to the same remedies as provided in paragraphs 5 and 6 of this lease.
- (19) **ADVERTISING DISPLAY:** All signs and advertising displayed in and about the premises shall only advertise the business carried on upon the premises. All signs shall conform to the standards of Chapter 61 of the Ann Arbor City Code and shall have prior written approval of the City. Consent shall not be unreasonably withheld.
- (20) **ACCESS TO PREMISES:** The City shall have the right to enter upon the premises and into any buildings at all reasonable hours for the purpose of inspecting them. If the City deems any repairs necessary it may demand that the Lessee make them, and if the Lessee refuses or neglects forthwith to commence the repairs and complete them with reasonable dispatch the City may make or cause to be made the repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to their stock or business by reason of the repairs. If the City makes or causes to be made the repairs the Lessee agrees that

it will pay on demand to the City the cost of the repairs with interest at fifteen (15) percent per annum or the highest rate allowed by law whichever is less, and if Lessee is in default in the payment the City shall have the remedies provided in Paragraph 5 and 6 of this lease.

- (21) **RE-ENTRY:** If any rent is due and unpaid more than sixty (60) days, or if there is default in any promise in this lease, or if the premises are deserted or vacated, then it shall be lawful for the City, its certain attorneys, representatives and assigns, to re-enter into, repossess the premises and remove and put out each and every occupant including Lessee. The City will endeavor to provide written notice to any Lessee and any sub-Lessee authorized in paragraph seven (7) of this lease. No third party rights are implied.
- (22) **EXPENSES-DAMAGES RE-ENTRY:** In the event the City shall, during the period covered by this lease, obtain possession of the premises by re-entry, summary proceedings, or otherwise, the Lessee agrees to pay the City the expense incurred in obtaining possession of the premises, and all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
- (23) **QUIET ENJOYMENT:** The City promises that the Lessee, on payment of all the required payments and performing all the Lessee's promises and obligation under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of this lease.

- (24) **REMEDIES NOT EXCLUSIVE:** It is agreed that each of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other right, remedy and benefit, or of any other rights, remedies and benefits allowed by law.
- (25) **WAIVER:** One or more waivers of any promise or condition by the City shall not be construed as a waiver of a further breach of the same promise or condition.
- (26) **DELAY OF POSSESSION:** It is understood that if the Lessee shall be unable to enter into and occupy the premises at the time above provided, by reason of the premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the premises, or as a result of any cause or reason beyond the direct control of the City, the City shall not be liable in damages to the Lessee, but during the period the Lessee shall be unable to occupy the premises, the rental amount shall be abated prorata. The City is to be the sole judge as to when the premises are ready for occupancy.
- (27) **DISCRIMINATION:** Lessee, its agents and employees, shall not discriminate against any person or class of persons by reason of race, color, creed, national origin, marital status, age, condition of pregnancy, religion, physical limitations, source of income, family responsibilities, educational association, or sexual orientation or sex shall be bound by the non-discriminatory provisions as required by the Code of Federal Aviation Regulations, and 9:161 of the Code of Ordinance for the City of Ann Arbor (attached as Appendix A).

(28) **NOTICES:** Whenever under this lease a provision is made for notice of any kind it is sufficient notice and service if the notice to the Lessee is in writing addressed to the Lessee at its last known post office address or at the premises and deposited in the mail with postage prepaid. If the notice is to the City, it is sufficient if it is in writing addressed to the last known post office address of the City and deposited in the mail with postage prepaid. The promises, conditions and agreements made and entered into by the parties are declared binding on their respective heirs, successors, representatives and assigns:

Broadview Farms

18560 Mead Road

Milan, MI 48160

Attn: George McCalla

Notices to the City shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the:

Ann Arbor Municipal Airport

801 Airport Drive

Ann Arbor, Michigan 48108

Attn: Airport Manager

(29) **CONSENT:** In all cases requiring written consent by the City the written consent shall not be unreasonably withheld.

(30) **OWNERSHIP OF FIXTURES AND IMPROVEMENTS:** Notwithstanding any other provisions in this lease any improvement, fixture, building or leasehold

interest becomes the sole property of the City upon expiration or termination of this lease. Lessee shall not encumber the applicable property in any way beyond the lease term.

- (31) **RENEWAL NOTICES:** At least ninety (90) days but not more than one hundred eighty (180) days before the expiration of the initial term of this lease, the Lessee must notify the City of its desire to lease the premises for an additional period. After receipt of the notice, the City, at least sixty (60) days prior to the expiration of the lease, shall notify the Lessee upon what, if any, terms and conditions the City would be willing to lease the premises. If the City is willing to lease the premises, the rental rate offered the Lessee shall not exceed that permitted by law and the term shall be at least one year. The Lessee may enter a lease on the offered terms and conditions by making notice of acceptance to the City at least fifteen (15) days prior to the expiration of this lease. If the Lessee does not accept the offer, or if no offer is made, the City has the right to show the premises to prospective Lessees and may display in and about premises of it, the usual and ordinary "TO RENT" signs. The rights and obligations of this paragraph shall not apply if, for any reason, this lease is terminated prior to the termination date provided in paragraph 2 of this lease.
- (32) **RE-RENTING:** The Lessee agrees that for a period commencing ninety (90) days prior to the termination of this lease, the City may show the premises to prospective Lessees, and sixty (60) days prior to the termination of this lease, may display in and about the premises of it, the usual and ordinary "TO RENT"

signs.

- (33) **HOLDING OVER:** It is agreed that in the event of the Lessee holding over and paying rent after the termination of this lease, the tenancy shall be on month-to-month basis in the absence of a written agreement. Any acceptance of rent by the City after the expiration of this lease shall not constitute an extension of this lease.
- (34) **AMENDMENTS:** This is the full and complete understanding of the parties. All prior agreements are null and void. All verbal understanding prior or future are null and void. This agreement may only be changed, in writing, signed by the parties.
- (35) **HEADINGS:** The numbering and headings are not a part of this lease and are intended only to assist in locating the relevant lease terms.

WITNESSETH our hands and seals this _____ day of _____, 19____.

CITY OF ANN ARBOR, a Michigan
Municipal Corporation

Broadview Farms

By _____
Ingrid B. Sheldon
Mayor

By George McCalla
George McCalla

By _____
Winifred W. Northcross
City Clerk

By _____

Approved as to Substance:

Approved as to Form:

By _____
Neal G. Berlin
City Administrator

By _____
Abigail Elias
City Attorney *AME*

By _____
John T. Avendt
Transportation Manager

DAB:tr:(Brdvwls1.air)rev:6/7/96

D-4 100

9:160

- (7) To refuse to admit to a place of public accommodation serving alcoholic beverages a person under the legal age for purchasing alcoholic beverages.
- (8) To refuse to admit to a place persons under eighteen (18) years of age to a business providing entertainment or selling literature which the operator of said business deems unsuitable for minors.
- (9) For an educational institution to limit the use of its facilities to those affiliated with such institution.
- (10) To provide discounts on products or service to students, minors and senior citizens.
- (11) To discriminate in any arrangement for the sharing of a dwelling unit.
- (12) To restrict use of lavatories and locker room facilities on the basis of sex.
- (13) For a governmental institution to restrict any of its facilities or to restrict employment opportunities based on duly adopted institutional policies that conform to federal and state laws and regulations.
- (14) To restrict participation in an instructional program, athletic event or on an athletic team on the basis of age or sex.

(Ord. No. 4-78, 3-13-78)

9:161. Affirmative action by city contractors.

(1) All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the administrator and approved by city council, shall receive approval from the director prior to entering into a contract with the city. Said contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

(2) Each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the director concludes

that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the director as having fulfilled affirmative action requirements for a period of 6 months at which time the director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the labor recruitment area shall be the Ann Arbor-Ypsilanti standard metropolitan statistical area.

(3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

(4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable federal or state labor laws:

- (a) To set goals, in conference with the director, for each job category or division of the work force used in the completion of the city work;
- (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
- (c) To permit the director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

(5) The director shall monitor the compliance of each contractor with the affirmative action agreement provisions of each contract. For instances of non-compliance, the director shall develop procedures and regulations which provide the contractor with notice of his non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(6) All such contracts shall provide further that breach of the obligation to take affirmative action shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:

- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments hereunder;
- (b) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<i>Contract Amount</i>	<i>Assessed Damages Per Day of Non-Compliance</i>
\$ 5,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the city under this contract.

9:162. Prosecution.

Prosecution for violation of this chapter may be initiated by complaint of the affected person or by the director on the basis of an investigation initiated by the director.
(Ord. No. 4-78, 3-13-78)

9:163. Penalties.

Violations of this chapter shall be civil infractions punishable by a civil fine of not more than \$500.00.
(Ord. No. 4-78, 3-13-78; Ord. No. 18-91, § 1, 4-4-91)

[The next page is 3593]

Higgins, Sara

From: Stone, Nancy Y
Sent: Monday, March 23, 2009 11:03 AM
To: McMurtrie, Thomas; Teall, Margie; 'David Stead'; 'Steve Bean'
Cc: [REDACTED]
Subject: RE: Solid Waste rates - finalizing

Fine with me! -N

From: McMurtrie, Thomas
Sent: Monday, March 23, 2009 11:02 AM
To: Teall, Margie; 'David Stead'; 'Steve Bean'; Stone, Nancy Y
Cc: [REDACTED]
Subject: RE: Solid Waste rates - finalizing

That works for me.

How about others?

Tom

From: Teall, Margie
Sent: Monday, March 23, 2009 10:56 AM
To: McMurtrie, Thomas; 'David Stead'; 'Steve Bean'; Stone, Nancy Y
Cc: [REDACTED]
Subject: RE: Solid Waste rates - finalizing

I have another lunch meeting on Friday at noon, so I could come for the first 20 minutes or so, or could we move it to 11:00? -Margie

From: McMurtrie, Thomas
Sent: Monday, March 23, 2009 7:28 AM
To: 'David Stead'; Teall, Margie; 'Steve Bean'; Stone, Nancy Y
Cc: [REDACTED]
Subject: Solid Waste rates - finalizing

Jim and I met last Friday to review this and other issues. I mentioned that if we can finalize the solid waste rates by this Friday (March 27), I can include these rates along with all the other solid waste rates that are being submitted to City Council.

Jim thought that we could email the Rates Committee a final proposal for comments on Wednesday, and then have us meet as a group on Friday to finalize.

Are people available from 11:30 to 12:30 on Friday?

Thanks!

Tom McMurtrie
Ann Arbor Systems Planning Unit-Public Services
P.O. Box 8647 / 100 N. Fifth Ave.
Ann Arbor, MI 48107
PLEASE NOTE NEW PHONE NUMBER:
Phone: 734.794-6430 X 43707
Fax: 734.996.3064
www.a2gov.org

Higgins, Sara

Subject: Storm water concerns in the Dexter/Barber area
Location: Wheeler Service Center 4251 Stone School rd Ann Arbor 48108

Start: Wed 4/1/2009 9:30 AM
End: Wed 4/1/2009 10:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Required Attendees: Bergren, Mike; Andlin, Mike; Slotten, Cresson; Neynaber, Roland; Hancock, Jerry; Ernst, Kevin; [REDACTED]

Meet to discuss issues and options regarding the storm water concerns in this area.

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 12:27 PM
To: Beaudry, Jacqueline
Subject: QVF

Brenda Volling

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 12:31 PM
To: Pirooz, Homayoon; McCormick, Sue; Cooper, Eli
Subject: Stadium Blvd: SEMCOG involvement

To clarify: Dingell's office wants to know what WATS has done with SEMCOG re: our Stadium Blvd. request. I've explained that our transportation reporting agency is WATS, but they want to know whether WATS is working with SEMCOG on this. Can someone call Terri Blackmore?

6/22/2009

Higgins, Sara

From: Lloyd, Mark
Sent: Monday, March 23, 2009 12:59 PM
To: Taylor, Christopher (Council); Rampson, Wendy; Miller, Jayne; Dempkowski, Angela A; Fraser, Roger; Greden, Leigh
Subject: FW: Administrative Extension

FYI,

Jayne asked that I forward this clarification along to all of you regarding the earlier e-mail on this matter. Sorry for any confusion my earlier response may have caused.

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

From: Lloyd, Mark
Sent: Monday, March 23, 2009 11:50 AM
To: Miller, Jayne
Subject: RE: Administrative Extension

Sorry,

It is mandatory with no discretion. If it meets code it has to be approved.

Mark D. Lloyd
Planning and Development Services Manager City of Ann Arbor, MI
vox: (734) 794-6200 ext. 42606
fax: (734) 994-2798

*note new phone number

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

From: Miller, Jayne
Sent: Monday, March 23, 2009 11:45 AM
To: Lloyd, Mark
Subject: RE: Administrative Extension

Mark, can you clarify what you were trying to say, "An administrative amendment is ministerial."?

Jayne Miller
Community Services Area Administrator
City of Ann Arbor
jmillera2gov.org
734-794-6210 x 42198 or 42199 (phone)
734-994-8460 (fax)
www.a2gov.org

Please note my new phone number.

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

From: Lloyd, Mark
Sent: Sunday, March 22, 2009 11:54 AM
To: Taylor, Christopher (Council); Rampson, Wendy
Cc: Miller, Jayne; Dempkowski, Angela A; Fraser, Roger; Greden, Leigh; Lloyd, Mark

Subject: RE: Administrative Extension

An administrative amendment is ministerial. There is no discretion if the application meets all code requirements. That is not to say staff does not work with applicants to enhance certain site improvements for the betterment of the project.

Mark

Sent from my Windows Mobile® phone.

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

From: Taylor, Christopher (Council) <CTaylor@a2gov.org>
Sent: Friday, March 20, 2009 2:45 PM
To: Rampson, Wendy <WRampson@a2gov.org>
Cc: Miller, Jayne <JMiller@a2gov.org>; Dempkowski, Angela A <ADempkowski@a2gov.org>; Fraser, Roger <RFraser@a2gov.org>; Greden, Leigh <LGreden@a2gov.org>; Lloyd, Mark <MLloyd@a2gov.org>
Subject: RE: Administrative Extension

So is it a discretionary extension or is it one granted by right if the plan and code are still consistent?

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

From: Rampson, Wendy
Sent: Fri 3/20/2009 2:42 PM
To: Taylor, Christopher (Council)
Cc: Miller, Jayne; Dempkowski, Angela A; Fraser, Roger; Greden, Leigh; Lloyd, Mark
Subject: RE: Administrative Extension

That's correct. If the plan still complies with code, the Planning & Development Manager signs the extension for two years. If the codes have changed and the plan no longer complies with code, or if the plan has changed such that it doesn't meet the administrative amendment standards, it is treated like a new site plan submission requiring Planning Commission and City Council approval.

I'm copying Mark Lloyd to see if he has any further information about the process P & D goes through.

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

From: Taylor, Christopher (Council)
Sent: Friday, March 20, 2009 2:35 PM
To: Rampson, Wendy
Cc: Miller, Jayne; Dempkowski, Angela A; Fraser, Roger; Greden, Leigh
Subject: RE: Administrative Extension

Do I infer that this extension does not require Council's approval -- that it is an exercise of administrative discretion?

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

From: Rampson, Wendy
Sent: Fri 3/20/2009 2:15 PM
To: Taylor, Christopher (Council)
Cc: Miller, Jayne; Dempkowski, Angela A; Fraser, Roger; Greden, Leigh
Subject: RE: Administrative Extension

Christopher:

A site plan may be extended administratively for two additional years IF the plan is in compliance with laws and regulations in effect at the time of the extension request. In order to make that determination, the administrative amendment is circulated to reviewing departments.

Wendy

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

From: Taylor, Christopher (Council)

Sent: Friday, March 20, 2009 1:29 PM
To: Rampson, Wendy
Cc: Miller, Jayne; Dempkowski, Angela A; Fraser, Roger; Greden, Leigh
Subject: Administrative Extension

Hi Wendy,

I have always been under the impression that a site plan approval expires after three years. At our neighborhood meeting yesterday, several persons referred to an 'administrative extension' possibility. Without seeking create makework, what are the circumstances under which such an extension is granted?

Many thanks, as ever,

Christopher

Higgins, Sara

From: Beaudry, Jacqueline
Sent: Monday, March 23, 2009 1:24 PM
To: Greden, Leigh
Subject: RE: QVF

Not registered in the City.

Jacqueline Beaudry
City Clerk
City of Ann Arbor
Please note new phone number:
734-794-6140 (p)
734-994-8296 (f)

From: Greden, Leigh
Sent: Monday, March 23, 2009 12:27 PM
To: Beaudry, Jacqueline
Subject: QVF

Brenda Volling

Higgins, Sara

From: Pirooz, Homayoon
Sent: Monday, March 23, 2009 1:35 PM
To: Greden, Leigh; McCormick, Sue; Cooper, Eli
Subject: RE: Stadium Blvd: SEMCOG involvement

Terri is out of the office at this moment. I talked w/ her assistance. He pretty much repeated what we have heard before, which is both SEMCOG and WATS are aware of the need for the replacement of the bridges and fully support the project. No other activities between WATS and SEMCOG as far as he knew, but WATS is open to any suggestions.

I left a message for Terri to call me if she wants to add anything to what have been said so far.

From: Greden, Leigh
Sent: Monday, March 23, 2009 12:31 PM
To: Pirooz, Homayoon; McCormick, Sue; Cooper, Eli
Subject: Stadium Blvd: SEMCOG involvement

To clarify: Dingell's office wants to know what WATS has done with SEMCOG re: our Stadium Blvd. request. I've explained that our transportation reporting agency is WATS, but they want to know whether WATS is working with SEMCOG on this. Can someone call Terri Blackmore?

6/22/2009

Higgins, Sara

Subject: Storm water concerns in the Dexter/Barber area
Location: Wheeler Service Center 4251 Stone School rd Ann Arbor 48108
Start: Wed 4/1/2009 9:30 AM
End: Wed 4/1/2009 10:30 AM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Declined
Required Attendees: Bergren, Mike; Anglin, Mike; Slotten, Cresson; Neynaber, Roland; Hancock, Jerry; Ernst, Kevin; [REDACTED]

Meet to discuss issues and options regarding the storm water concerns in this area.

Higgins, Sara

From: Fraser, Roger
Sent: Monday, March 23, 2009 2:33 PM
To: Hieftje, John
Cc: Schopieray, Christine
Subject: Laurel Champion, A2 News

John, Laurel is trying to reach you. Please give her a call at 994-6936.

Roger Fraser
City Administrator
City of Ann Arbor
Office: (734) 794-6110
Fax: (734) 994-8297

E-mail: rfraser@a2gov.org

6/22/2009

Higgins, Sara

Subject: Solid Waste Rates - finalize recommendations
Location: ConfRoom - 4th Floor Large

Start: Fri 3/27/2009 11:00 AM
End: Fri 3/27/2009 12:00 PM

Recurrence: (none)

Meeting Status: Accepted

Required Attendees: McMurtrie, Thomas; Teall, Margie; David Stead; Stone, Nancy Y; [REDACTED]; Steve Bean; Dennis, Catherine

I would like to get together to finalize the rate recommendations. We will be emailing the final draft for review on Wednesday.

Thanks!

Tom

Higgins, Sara

From: Schopieray, Christine
Sent: Monday, March 23, 2009 3:02 PM
To: Hieftje, John
Subject: FW: Mayor on Opening Night

John-
FYI

From: d o n a l d [mailto: [REDACTED]] **On Behalf Of** Donald Harrison
Sent: Monday, March 23, 2009 1:01 PM
To: Schopieray, Christine
Subject: Re: Mayor on Opening Night

Thanks Christine. If the Mayor wants to bring along his FestiFools head, it's fully encouraged!

Best,

-Donald

Donald Harrison
Executive Director
Ann Arbor Film Festival
office: [REDACTED]
[REDACTED]

[The 47th Ann Arbor Film Festival](#) | March 24 - 29th, 2009
The original North American independent film festival - established 1963

On Mar 23, 2009, at 9:17 AM, Schopieray, Christine wrote:

Good morning Donald,
Thanks for the update , I will make sure the Mayor sees this. And thank you for the pass to the festival. We wish you the best of luck and great success for your efforts.
Sincerely,
Christine

From: d o n a l d [mailto: [REDACTED]] **On Behalf Of** Donald Harrison
Sent: Friday, March 20, 2009 4:12 PM
To: Schopieray, Christine
Subject: Mayor on Opening Night

Hi Christine-

For the Mayor's welcome remarks on Tuesday for the Film Festival's Opening Night, I wanted to provide a brief prep before we all go on stage.

Russ Collins will welcome the audience and introduce Donald Harrison for welcome remarks to the festival, and context for our geography/map theme of the 47th. Donald will introduce the

Mayor, who welcomes our visitors to Ann Arbor. We're trying to keep the speakers brief this year, so 2 - 3 minutes. We'd love to have the Mayor reference the geography of Ann Arbor, ways that make this place special and unique from other geography. Following his welcome Donald will introduce the Artistic Director, Christen McArdle, and then conclude the welcome with thank yous. Screening begins.

We'll look for the Mayor to go backstage at 8pm with Russ, myself and Christen McArdle.

Any questions, just let me know on Monday.

Hope you can join us -- passes for both of you at the box office will call starting at 5:30pm.

Best,

-Donald

Donald Harrison
Executive Director
Ann Arbor Film Festival
office: [REDACTED]
www.aafilmfest.org

The 47th Ann Arbor Film Festival | March 24 - 29th, 2009
The original North American independent film festival - established 1963

Higgins, Sara

From: Derezinski, Tony
Sent: Monday, March 23, 2009 3:28 PM
To: Rapundalo, Stephen
Subject: RE: Roundabout at Nixon and Huron Parkway

Yo--

I sent Zena a quickie from when I was out of town and said I would talk to you when I got back and get in touch with her. Want also to talk re questions from 2d ward re the City Hall Art purchase. Very good piece yesterday in AA News by Margaret Parker el al re same.

Also, are we meeting at 5:00 today with Marcia Higgins? re rules?

See you tonight at public meeting on A2D2

From: Rapundalo, Stephen
Sent: Sun 3/22/2009 11:07 PM
To: 'Zena Zumeta'; Derezinski, Tony
Cc: Brian Pappas; Beth Andersen; [redacted]
Subject: RE: Roundabout at Nixon and Huron Parkway

Zena,

Thanks for your note. I'd be happy to meet with you and other residents, but the fact is that we've had 3 years of public meetings and discussions about this project. I can say that there has been a tremendous amount of input regarding pedestrian safety for the new design. Much has been incorporated into the engineering as a result. The fact is that a traffic light will not insure a safer intersection and allow for better traffic flow and volume. I'm sorry you're bothered at the prospect of such a roundabout at that location. However, such traffic regulating devices will become much more commonplace in Michigan, as they are becoming a standard for MDOT. Construction begins on the Nixon-Huron Pkwy roundabout on April 16 weather permitting.

Sincerely,

Stephen

Stephen Rapundalo
Councilmember - Ward 2
City of Ann Arbor
Mobile: (734) 476-0648
srapundalo@a2gov.org

From: Zena Zumeta [mailto:[redacted]]
Sent: Saturday, March 21, 2009 3:39 PM
To: Derezinski, Tony; Rapundalo, Stephen
Cc: Brian Pappas; Beth Andersen; [redacted]
Subject: Roundabout at Nixon and Huron Parkway

6/22/2009

Tony and Steve, our part of the world has great concerns about the planned roundabout at Nixon and Huron Parkway. They frighten me to death, and I'm from Massachusetts where we had a lot of them. That and the pedestrian usage makes it a really dangerous thing to do in that neighborhood.

I understand that the plans have already been approved, but there are a number of us who are really unhappy about it. We would much prefer a traffic light.

I am wondering if one or both of you would be willing to call a meeting in the neighborhood to discuss this in the next couple of weeks?

Thanks,

Zena Zumeta

~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~

"I arise in the morning torn between a desire to improve (or save) the world and a desire to enjoy (or savor) the world. This makes it hard to plan the day." E.B.White

To see Howard's photos, go
to http://www.howardsmithoutdoorimages.com/Howard_Smiths_Outdoor_Images/My_Albums/My_Albums.html

Higgins, Sara

From: Ristenbatt, Phil
Sent: Monday, March 23, 2009 5:08 PM
To: Teall, Margie
Subject: RE: e-mail question

Hi Margie – I think it might be a setting called “autocomplete” and here's a text from Microsoft's support page on how to set it:

Turn AutoComplete off

1. On the **Tools** menu, click **Options**.
2. On the **Preferences** tab, click **E-mail Options**, and then click **Advanced E-mail Options**.
3. Clear the **Suggest names while completing To, Cc, and Bcc fields** check box.

But, instead of clearing this box, please make sure it's got a check.

Next, I would look at which address book appears when you do a look-up in Outlook; this video does a pretty good job of explaining the options. It's about 6 min. long, but the first 3 cover what I think you need.

<http://communityclips.officelabs.com/Video.aspx?videoid=09611741-99f5-438c-a108-56e11a4abf90>

If this doesn't help, just let me know. I started typing in addresses and after a while it did seem to learn “on its own” what I was doing. Weird. ~ Phil

From: Teall, Margie
Sent: Monday, March 23, 2009 2:47 PM
To: Ristenbatt, Phil
Subject: e-mail question

Hi Phil:

I'm having trouble trying to e-mail people...I usually depend on their names filling in the “To” section when I start typing their names. It's not doing that for me, so I have no contact list. Can you advise me?

Thanks!

-Margie

6/22/2009

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:15 PM
To: Derezinski, Tony
Subject: Intern

The Chamber's Government Affairs intern needs to interview a Councilmember. I'm buried -- laid off people means lots of work for employment lawyers! Would you meet with him for a beer/coffee for 30 minutes? You'd be better than me anyway b/c you've held office since before I was born!

Higgins, Sara

From: Miller, Jayne
Sent: Monday, March 23, 2009 7:15 PM
To: Higgins, Marcia
Subject: Fwd: A2D2 Dates

FYI. Do you want me to send this same message to Council?

Jayne Miller

Begin forwarded message:

From: "Miller, Jayne" <JMiller@a2gov.org>
Date: March 23, 2009 12:02:24 PM EDT
To: "Fraser, Roger" <RFraser@a2gov.org>
Subject: A2D2 Dates

Roger, here are the dates Marcia and I put in place for A2D2 zoning items. Marcia was going to send out an email to all of Council letting them know about these deadlines.

Any Caucus questions are due to me by end of day Tuesday, 3/24. Caucus responses out to Council by end of day Friday, 3/27.

Requests for amendments to the zoning recommendations are due to me by end of day Monday, 3/30. Draft amendment language due to Council by end of day Friday, 4/3.

Jayne Miller
Community Services Area Administrator
City of Ann Arbor
jmiller@a2gov.org
734-794-6210 x 42198 or 42199 (phone)
734-994-8460 (fax)
www.a2gov.org

Please note my new phone number.

Higgins, Sara

From: Teall, Margie
Sent: Monday, March 23, 2009 7:18 PM
To: Greden, Leigh
Subject: Where's Marcia...

Or can you tell me what's going on?

6/22/2009

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:19 PM
To: Hieftje, John; Higgins, Marcia; Teall, Margie; Rapundalo, Stephen
Cc: Fraser, Roger; Crawford, Tom; Postema, Stephen
Subject: FW: 15th DC citations

Budget Committee: Here is a response from Keith Zeisloft re: 15th District Court citations, as a follow-up from our discussion last week.

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

From: Zeisloft, Keith
Sent: Monday, March 23, 2009 1:33 PM
To: Greden, Leigh (yahoo.com)
Cc: Greden, Leigh
Subject: 15th DC citations

Leigh,

Apologies for the delay. A couple of unanticipated issues arose that caused a re-prioritization.

New Filings: these are the reported number of non-civil new filings per year. The large majority of citations are filed by AAPD but these numbers also include citations filed by UMPD and, to a much lesser extent, City inspectors, State Police, railroad cops, DNR, etc. These numbers also include 100 - 200 parking citations per year that are appealed from the City's administrative parking procedure; all other parking citations are handled by and paid to the City directly and are not part of the Court's caseload count. Also, note that these counts are based upon the Jan - Dec calendar year, not the Jul - Jun Fiscal Year.

2005: 30,403

2006: 17,347 (count thru Aug 06; the annual count is incomplete because of the switchover to JIS; extrapolated to Dec 06 = approximately 26,000).

2007: 33,952

2008: 28,373

KZ

Keith Zeisloft
Court Administrator
15th Judicial District Court
Ann Arbor, Michigan
www.15thdistrictcourt.org

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:20 PM
To: Zeisloft, Keith
Subject: RE: 15th DC citations

Thanks, Keith!

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

From: Zeisloft, Keith
Sent: Monday, March 23, 2009 1:33 PM
To: Greden, Leigh (yahoo.com)
Cc: Greden, Leigh
Subject: 15th DC citations

Leigh,

Apologies for the delay. A couple of unanticipated issues arose that caused a re-prioritization.

New Filings: these are the reported number of non-civil new filings per year. The large majority of citations are filed by AAPD but these numbers also include citations filed by UMPD and, to a much lesser extent, City inspectors, State Police, railroad cops, DNR, etc. These numbers also include 100 - 200 parking citations per year that are appealed from the City's administrative parking procedure; all other parking citations are handled by and paid to the City directly and are not part of the Court's caseload count. Also, note that these counts are based upon the Jan - Dec calendar year, not the Jul - Jun Fiscal Year.

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2007: 33,952

2008: 28,373

KZ

Keith Zeisloft
Court Administrator
15th Judicial District Court
Ann Arbor, Michigan
www.15thdistrictcourt.org

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:20 PM
To: Teall, Margie
Subject: RE: Where's Marcia...

No idea, but Chris E. told me that [REDACTED]

From: Teall, Margie
Sent: Monday, March 23, 2009 7:18 PM
To: Greden, Leigh
Subject: Where's Marcia...

Or can you tell me what's going on?

6/22/2009

Higgins, Sara

From: Teall, Margie
Sent: Monday, March 23, 2009 7:21 PM
To: Greden, Leigh
Subject: RE: Where's Marcia...

Oh dear.... [REDACTED]

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:20 PM
To: Teall, Margie
Subject: RE: Where's Marcia...

No idea, but Chris E. told me that [REDACTED]

From: Teall, Margie
Sent: Monday, March 23, 2009 7:18 PM
To: Greden, Leigh
Subject: Where's Marcia...

Or can you tell me what's going on?

6/22/2009

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:23 PM
To: Pirooz, Homayoon
Cc: McCormick, Sue
Subject: RE: Stadium Blvd: SEMCOG involvement

Outstanding update. Thanks.

From: Pirooz, Homayoon
Sent: Monday, March 23, 2009 2:07 PM
To: Greden, Leigh; McCormick, Sue
Subject: RE: Stadium Blvd: SEMCOG involvement

Terri just called. She said that she has been talking with the SEMCOG's Director of Transportation, Carmine Palumbo, they support the project and will assist in anyway they can. She said that they have also been contacted by the Governor's Office, and have said the same things to them.

From: Pirooz, Homayoon
Sent: Monday, March 23, 2009 1:35 PM
To: Greden, Leigh; McCormick, Sue; Cooper, Eli
Subject: RE: Stadium Blvd: SEMCOG involvement

Terri is out of the office at this moment. I talked w/ her assistance. He pretty much repeated what we have heard before, which is both SEMCOG and WATS are aware of the need for the replacement of the bridges and fully support the project. No other activities between WATS and SEMCOG as far as he knew, but WATS is open to any suggestions.

I left a message for Terri to call me if she wants to add anything to what have been said so far.

From: Greden, Leigh
Sent: Monday, March 23, 2009 12:31 PM
To: Pirooz, Homayoon; McCormick, Sue; Cooper, Eli
Subject: Stadium Blvd: SEMCOG involvement

To clarify: Dingell's office wants to know what WATS has done with SEMCOG re: our Stadium Blvd. request. I've explained that our transportation reporting agency is WATS, but they want to know whether WATS is working with SEMCOG on this. Can someone call Terri Blackmore?

6/22/2009

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:25 PM
To: Crawford, Tom; Wheeler, William; Kulhanek, Matthew
Cc: Fraser, Roger
Subject: Helix as subcontractor for PD/Courts

Pls see below re: a local contractor. Could you ask Clark:

- (1) Did this company (Helix) bid?
- (2) If so, why were they rejected?

Thanks.

FYI, his contact info:
Luke R. Pinkerton, P.E.
Polytorx
Voice: [REDACTED]
Fax: [REDACTED]
[REDACTED]

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

From: [REDACTED] [mailto:[REDACTED]] On Behalf Of Luke Pinkerton
Sent: Monday, March 23, 2009 3:08 PM
To: Greden, Leigh
Subject: Re: City update

Leigh,

Not sure if you can help me with this but as you might remember my company, Polytorx, makes reinforcement for concrete (we met at Jamie White's wedding in Baltimore).

Our office is located on Fifth, just a block from City Hall. I've been in contact with Clark Construction on the City Hall expansion project and its clear that Helix will have an engineering benefit to the project and also allow the city to support a local company instead of buying reinforcement from out of state while being cost competitive.

Do you know who at city hall is making decisions about the expansion?

Thanks very much for the help.

Luke Pinkerton

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:28 PM
To: Teall, Margie
Subject: RE: Where's Marcia...

It's related to [REDACTED]. I don't think it's good.

From: Teall, Margie
Sent: Monday, March 23, 2009 7:21 PM
To: Greden, Leigh
Subject: RE: Where's Marcia...

Oh dear... [REDACTED]

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:20 PM
To: Teall, Margie
Subject: RE: Where's Marcia...

No idea, but Chris E. told me that [REDACTED]

From: Teall, Margie
Sent: Monday, March 23, 2009 7:18 PM
To: Greden, Leigh
Subject: Where's Marcia...

Or can you tell me what's going on?

6/22/2009

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 7:30 PM
To: Taylor, Christopher (Council)
Subject: RE: A2D2 Rezoning of South University

That may need to be the compromise.

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

From: Taylor, Christopher (Council)
Sent: Sunday, March 22, 2009 9:24 PM
To: Greden, Leigh
Subject: FW: A2D2 Rezoning of South University

OK, I guess not on 40.

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

From: Eleanor R Linn 1 [mailto:████████████████████]
Sent: Sun 3/22/2009 9:00 PM
To: A2D2FeedBack; Hieftje, John; Briere, Sabra; Smith, Sandi; Rapundalo, Stephen; Dereziński, Tony; Greden, Leigh; Taylor, Christopher (Council); Higgins, Marcia; Teall, Margie; Anglin, Mike; Hohnke, Carsten
Subject: A2D2 Rezoning of South University

To: Ann Arbor City Council
From: Marc Gerstein and Eleanor Linn
Date: March 22, 2009
Re: A2D2 Rezoning of South University

We live at 1321 Forest Court, one block south of South University, a lovely house that has been our home since 1982. Although we support efforts to assure the vitality of downtown Ann Arbor, we feel strongly that South University is a local retail area and not part of the commercial core of our city. We are therefore strongly opposed to designating the South University area as D-1.

D-1 zoning, with a 170-foot maximum height and a 30-foot minimum setback for South University as it was passed by the Planning Commission, would allow very tall and very bulky buildings to be built too close to the small houses on our street and in the adjacent neighborhood. There would be no buffer zone and no transition as is called for in numerous City documents.

For us, it is imperative that significant buffers and, most critically, mandatory rear and side base-level setbacks of AT LEAST 50 FEET in any direction from the property line of any residence be included in any new zoning for this area. Aerial view maps prepared for you by the Planning Department minimize how close development could be to small-scale residences. Seen horizontally from second-story windows, as we would see them from our house, walls or windows of large commercial projects or high-rise apartment buildings would significantly degrade our privacy and quality of life.

The life and health of the South University area depend not just on present and future businesses and large residential projects. They also depend on the continued satisfaction of the people who live there, long-term and short-term residents, owners and renters, taxpayers and voters. We are the people who create the life of this city and make it vibrant and appealing to others.

We therefore urge you to take our needs into account and to protect us and our neighbors by changing the proposed A2D2 zoning for South University to a more reasonable height and a more livable base-level setback of fifty feet.

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 8:20 PM
To: Teall, Margie
Subject: My amendments- preliminary thoughts

Importance: Low

Attachments: A2D2 Amendments.doc

My preliminary thoughts on my possible A2D2 amendments:



A2D2
amendments.doc (25 kb)

A2D2 AMENDMENTS

1. **South U non-DDA area:** In the South U character district, change the entire area that is outside the DDA district from D1 to D2, EXCEPT the parcel outside the DDA that is part of the approved 601 Forest project (that parcel should remain D1). Inside this new D2 area, include a 40-foot rear setback from adjacent residential areas.
2. **South U Washtenaw area:** In the South U character district, change any areas fronting Washtenaw that are designated “primary” to “secondary.”
3. **Diagonals/Citywide Height Limits:** Abolish all diagonals. Impose the following height limits within the character districts, all of which shall INCLUDE any premiums:
 - a) *South U = 125 feet
 - b) *East Huron NORTH OF HURON STREET= 125 feet
**(East Huron SOUTH OF HURON STREET = 180 feet)
 - c) **State Street = 180 feet
 - d) **Liberty/Division = 180 feet
 - e) **Midtown = 180 feet
 - f) **Main Street = 180 feet
 - g) Kerrytown = N/A (all D2)
 - h) First Street = N/A (all D2)

* 125 feet = approx 9-11 floors (comparables: First National Bldg = 132 ft; Sloan Plaza = 111 ft)

** 180 feet = approx 15-16 floors (comparables: 601 Forest = 163 feet)

Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 8:21 PM
To: Hohnke, Carsten
Subject: A2D2 amendments- preliminary thoughts
Attachments: A2D2 Amendments.doc

My preliminary thoughts on my possible A2D2 amendments:



A2D2
amendments.doc (22 kb)

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Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 8:21 PM
To: Taylor, Christopher (Council)
Subject: A2D2 amendments- preliminary thoughts

Attachments: A2D2 Amendments.doc

My preliminary thoughts on my possible A2D2 amendments:



A2D2
amendments.doc (22 kb)

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Higgins, Sara

From: Greden, Leigh
Sent: Monday, March 23, 2009 8:22 PM
To: Rapundalo, Stephen
Subject: A2D2 amendments- my preliminary thoughts
Attachments: A2D2 Amendments.doc

My preliminary thoughts on my possible A2D2 amendments:



A2D2
amendments.doc (22 kb)

A2D2 AMENDMENTS

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Higgins, Sara

From: Blackwell, Myron
Sent: Monday, March 23, 2009 10:43 PM
To: *City Council Members (All); Hieftje, John; Fraser, Roger; Jones, Barnett; Bazick, Greg; Seto, John; Postema, Stephen; West, Robert; Abrams, Angella
Subject: 3300 Blk Oakwood (Animal Bite Complaint)
Importance: High

To All:

The Chief has asked me to provide you with additional information that you can share with Mrs. Rutherford.

Information to Share

- Previously, the AAPD utilized (1) Animal Control Officer who handled **all animal complaints** during an 8hr shift period, while Patrol Officers handled all animal complaints during the other 16hrs of the day.
- Currently, all animal complaints and follow-up investigations, with the exception of dead animals, are assigned to the Patrol Division Unit (i.e. Patrol Officers) on a 24/7 basis. Therefore, the difference is that we have taken on 8 additional hours of enforcement and handling follow-up investigations when warranted.
- Definition
 - Animal Complaints: Stray dogs, dogs off leash, confined dogs, barking dogs, vicious dogs, animal creating immediate danger, animal bites, cruelty and other violations of the City Ordinance or State law.
- Authority
 - Section 9:48 gives officers the authority to:
 - impound animals on private property when the owner is not present (animal cruelty; n/a in this situation)
 - impound animals that are outside the dwelling (dog at large; n/a in this situation)
 - go onto private property to assist people or animals in immediate danger (applicable, but upon our arrival there was no immediate danger, neighbor had eliminated immediate danger)
 - impound animals from private property/dwelling only after consulting an attorney and obtaining a search warrant (applicable, but officer chose not to impound animals, but confine them to the home.
- Confinement
 - Place of confinement (Home or Humane Society) is at the Officer's discretion.
- Transporting Animals
 - Use of the patrol vehicle w/approval from a command officer
 - Use of WCSO Animal Control transport vehicle, if available
 - Humane Society will not respond to impound an animal for AAPD
- Follow-up

The original officer was assigned to follow-up on the previously mentioned items. The following information was gathered:

 - Victim is still hospitalized and is expected to be released on 3/24/09.
 - Officer contacted victim's husband and possible granddaughter (owner of 5 dogs).
 - One dog had to receive stitches in various locations.
 - Victim's husband was advised of the following:
 - All 7 dogs must be cleared by veterinarian for rabies.
 - All 7 dogs need to have proof of rabies vaccinations.
 - All 7 dogs, 6 months and older, must be licensed by the City of Ann Arbor.
 - Victim's husband understood all requests and stated that he would have most of the paperwork by 3/30/09.
 - Victim's husband and possible granddaughter asked for additional time for rabies vaccination, because they wish to go to PETCO on 4/11/09 for a reduce cost. They were given the number to City Attorney's Bob West to discuss an extension.

Officer canvassed the neighborhood for additional information and discovered the following:

 - Rutherford's house, although two vehicles were in the driveway, no one answered the door. Business card left.

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- o Neighbor #1, stated that in the past one of the pit bulls has escaped by digging underneath the fence. The pit bull was at large until Neighbor #1 informed the owners, who retrieved the dog.
- o Neighbor #1, stated that in the past people had been living in the old trailer in the backyard of the victim's house
- o Neighbor #1, stated that in the past people had been living in the van parked on Fernwood, but adjacent to the victim's house and definitely related to the victim's house
- o Neighbor #2, stated that he has occasionally heard barking dogs, but that he doesn't have a problem with it.

The officer in charge will contact the victim once she returns home and will assure that the entire above requests are met. As you can see this has become more than just a dog problem. AAPD will work with the City Attorney Office to determine if there are other avenues that can be taken to improve the safety and quality of life issues related to this incident.

Lt. Myron D. Blackwell
Director of EMD/911
100 N. Fifth Ave.
Ann Arbor, Michigan 48103
734-996-3024 (Work)
734-323-2811 (Cell)

6/22/2009

Higgins, Sara

From: Hieftje, John
Sent: Monday, March 23, 2009 11:55 PM
To: 'Greden, Leigh R.'; Rapundalo, Stephen; Derezinski, Tony
Subject: FW: new zoning issues D1/D2

Awkward reading from the script.

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

From: Nancy [mailto:████████████████████]
Sent: Monday, March 23, 2009 10:14 AM
To: Hieftje, John; smith@a2gov.org; Briere, Sabra; Rapundalo, Stephen; Derezinski, Tony; Anglin, Mike; Higgins, Marcia; Teall, Margie; Greden, Leigh; Taylor, Christopher (Council); Hohnke, Carsten
Cc: Rampson, Wendy; A2D2FeedBack
Subject: new zoning issues D1/D2

Mayor and Council members,

Regarding the new and revised D1 - D2 zoning : Buffer zones.

My concern is the insufficiency of buffer zones and the potential stark and jarring contrast between a neighborhood and a density zone. Perhaps the new large buildings should have a height limit relative to its neighbors not more than a 300% height of the 5 closest neighborhood housing-- including across the street from the new proposed structure. Also there should be a landscaping perimeter of a similar relative dimension to the existing 5 closest buildings to keep a familiar lawn ambiance. Also placement on the lot should be in harmony with the neighbors. Window requirements should also be primary ----- all bedrooms and living rooms should have at minimum one large window which is for health and safety purposes as well as building esthetics.

These design suggestions will allow for a gradual change as one progresses from residential neighborhood to D1.

As a general guide, please think of the make-up and feel of the community --- college town within a human scaled community with many late 19th and early 20th century buildings giving charm and esthetic interest. Do not unintentionally make us Anywhere U.S.A.

Thank you for your consideration of these comments.

Nancy Kaplan