WASHTENAW COUNTY

JUROR PARKING

ANN/ASHLEY

EXPIRES: 1 YR. BEG. ON DATE FULLY EXECUTED & WILL AUTOMATICALLY EXTEND EVERY YR. FOR AN ADD’L 1-YR. PERIOD
CONTRACT

This is a contract between the CITY OF ANN ARBOR, a Michigan municipal corporation with its offices located at 100 N. Fifth Avenue, Ann Arbor, Michigan, and the COUNTY OF WASHTENAW, Michigan, a Michigan Municipal Corporation, with its offices located at 220 North Main Street, Ann Arbor, Michigan.

(1) The City hereby agrees to provide the County with forty-nine (49) reserved parking spaces within the first two levels of the City's Ann & Ashley Parking Structure in Ann Arbor at no cost to the County. The spaces shall be marked as "Reserved for Circuit Court Juror Use Only" and shall be available for use by the County without restriction while the parking structure is open.

(2) At no expense to the City, the County will provide the City with the use of the entire surface parking area owned by the County at the southwest corner of N. Main Street and Ann Street in Ann Arbor. The area is bordered on the north by the wall of the "Lawyers Building" at 111 N. Main, on the east by N. Main Street, on the south by Ann Street, and on the west by the extended line of the service drive that runs along the east side of the Ann-Ashley Parking Structure. The area presently accommodates 49 parking spaces.
(3) The City shall repair and maintain the surface parking area, and the parking spaces provided in the Ann-Ashley Parking Structure. The City may at its expense install, operate, and maintain parking fee collection equipment at the surface parking area. The City shall enforce all applicable parking regulations and collect and retain all fees and fines for the surface lot area and the parking structure area.

(4) The City may make improvements to the surface parking area, subject to the approval of the plans and specifications for the improvements by the County which shall not unreasonably withhold its approval. The City shall account for all improvement costs in a separate account for future reference if needed.

(5) Either party may terminate this agreement upon thirty (30) days written notice to the other party. If the County terminates this agreement prior to ten (10) years after the effective date of this agreement, then the County shall pay to the City a pro-rata share calculated on a ten-year straight-line basis of all the surface parking area improvement costs incurred by the City, excluding the cost of parking fee collection equipment. If the City terminates this agreement prior to ten (10) years after its effective date, then all fee collection equipment installed in the surface parking area shall be removed at City expense.

Unless terminated earlier as provided above, this agreement shall take effect on December 1, 1988 and shall expire on December 1, 1998.
CITY OF ANN ARBOR, a Michigan municipal corporation

By

Gerald D. Jernigan

Winfred W. Northcross
Its City Clerk

Approved as to Substance:

Dilard R. Craig
Chair
Board of Commissioners

Robert M. Harrison
Washtenaw County Clerk/Register

12/22/88

Approved as to Substance:

Howard G. Hinkel
County Controller

Approved as to Form:

Robert St. George
Office of Corporation Counsel

STATE OF MICHIGAN

COUNTY OF WASHTENAW

VALID ONLY WITH
EMBOSSED SEAL

CERTIFICATION OF RECORD

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw DO HEREBY CERTIFY that the foregoing is a true and exact copy of the original document which appears of record in my office.

Dated ____________

March 8, 1990

PEGGY M. HAINES, WASHTENAW COUNTY CLERK/REGISTER

By

Deputy Clerk
RECIPROCAL PARKING AGREEMENT

Whereas, the County of Washtenaw, a Michigan municipal corporation located at 220 N. Main Street, Ann Arbor, Michigan ("County") and the City of Ann Arbor, a Michigan municipal corporation located at 100 N. Fifth Avenue, Ann Arbor, Michigan ("City") entered into an Agreement dated December 1, 1988 to provide reciprocal parking in the downtown Ann Arbor area; and

Whereas, the original term of the December 1, 1988 Agreement expired on December 1, 1998 and the parties have been on a month-to-month Agreement for the reciprocal parking since that time; and

Whereas, the parties agree that another formal Agreement for the reciprocal parking arrangement should now be executed.

Now, therefore, the County and the City agree to the following terms and conditions:

(1) **Juror Parking:** The City agrees to provide the County with forty-nine (49) parking spaces at the City’s parking structure located at Fourth & Washington Street in Ann Arbor at no cost to the County. The parties agree that the City, or the Ann Arbor Downtown Development Authority ("DDA"), in its capacity as operator of the Fourth & Washington Parking Structure, shall not be required to provide signage reserving designated spaces as “Reserved for Juror Use Only.”

(2) **Use of County Owned Lot:** In exchange for the juror parking referenced in paragraph (1) above and at no expense to the City, the County shall provide the City with the use of the entire surface parking area owned by the County at the southwest corner of N. Main Street and Ann Street in Ann Arbor. The area is bordered on the north by the wall of the “Lawyers Building” at 111 N. Main, on the east by N. Main Street, on the South by Ann Street, and on the west by the extended line of the service drive that runs along the east side of the Ann-Ashley Parking Structure. The area presently accommodates 49 spaces. The parties agree that the City may use the DDA or another third party to manage the parking operation on the surface parking area.

(3) **Term:** This Agreement shall be for one year beginning on the date that it is fully executed by the parties. The Agreement shall automatically extend every year for an additional one-year period unless either party terminates this Agreement as provided in paragraph 6 below.
(4) **Repairs:** The City shall repair and maintain the surface parking area and the parking spaces provided in the Fourth & Washington parking structure referenced in paragraphs (2) and (1) respectively. The City may, at its expense install, operate and maintain parking fee collection equipment at the surface parking area. The City shall enforce all applicable parking regulations and collect and retain all fees and fines for the surface lot are and the parking structure area.

(5) **Improvements:** The City may make improvements to the surface parking area, related to its use as a parking lot, subject to the County’s approval of the plans and specifications for the improvement, which shall not be unreasonably withheld. The City agrees to account for all improvement costs in a separate account for future reference if needed.

(6) **Termination:** Either party may terminate this Agreement by giving the other party six (6) months written notice of its intent to terminate the Agreement.

(7) **Amendments:** Changes mutually agreed upon by the County and City will be incorporated into this Agreement by written amendment signed by both parties.

(8) **Choice of Law:** This Agreement is to be interpreted under Michigan law. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan.

This Agreement dated ______________, 2000.

WASHTENAW COUNTY

By: __________________
Robert E. Guenzel
County Administrator

Attested to:

By: __________________

Approved as to form:

By: __________________
Curtis N. Hedger
Office of Corporation Counsel

CITY OF ANN ARBOR

By: __________________

Attested to:

By: __________________

Approved as to form:

By: __________________
Abigail Elias
City Attorney
CERTIFICATION OF RECORD

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw
DO HEREBY CERTIFY that the foregoing is a true and exact copy
of the original document which appears of record in my office.

Dated March 8, 1990

PEGGY M. HAINES, WASHTENAW COUNTY CLERK/REGISTER

By

Deputy Clerk
MEMORANDUM OF UNDERSTANDING
REGARDING THE PROPOSED NEW CITY OF
ANN ARBOR GARAGE AT ANN AND ASHLEY

The City of Ann Arbor and Washtenaw County have cooperatively reached an agreement regarding the County's role in the new 800-car garage planned for the area east of Ashley and running north and south of Ann Street, summarized as follows:

1. The County will donate the westerly half of the old jail site at Ann and Ashley to Ann Arbor so that Ann Arbor can complete its assemblage of properties for the garage. The parcel donated is identified on the attached sketch and contains approximately 11,400 square feet.

2. Consideration for this land donation as well as value attached to the County portion of the Tax Increment Funds being used to subsidize financing of the parking structure will be given by Ann Arbor in the form of reduced monthly costs for 250 spaces to be reserved for and guaranteed by the County for the 15-year period over which the construction costs are to be bonded.

3. After careful evaluation of many alternatives, the City and County have agreed that the monthly discount per space will be $15 over the 15-year life of the agreement. During that period the County rate will be $15 per space per month less than the Standard City Rate for the Ashley/Ann Garage. For the first year the Standard City Rate is guaranteed at $35/month. The City agrees to give the County at least six months notice of any increase in Standard City Rate.

4. The 15-year period of this agreement begins with the opening of the garage to the public. Absent any new agreement in the future, it is the intent of the parties at this time that the County rate will increase to the full Standard City Rate after 15-years since the County by then will have recovered the value of the land donated and received a pro-rata credit for its portion of the tax increment subsidy. The number of spots reserved and other conditions could be renegotiated at the end of this initial 15-year term.

5. It is the understanding of both parties that the easterly 24' feet of the donated parcel, identified in single hatching on the attached map, is to be an easement for pedestrian and vehicular traffic. Ann Arbor agrees to grant the County ground rights for public access on this easement to any structure constructed on the remaining old jail site property which directly abuts the eastern edge of the subject easement. The County is further to be granted air rights over this easement at the third floor (no more than 24-feet high) level, with provision made in foundations and designs for an eventual skywalk to the garage.

6. Consideration for the County easement at the Southerly edge of the parcel (double cross hatched on the attached map) has not been given as part of this agreement since it is not needed immediately for the garage project. It is a 16' x 106' strip of land that would be needed for any further development south to Huron Street. With the loss of the old jail site, this easement...
is of no particular value to the County, but is of potentially great value
to any developer to the South of the garage. The City agrees, therefore,
that within three years of this agreement it will purchase the easement
for cash from the County at a price to be mutually agreed upon between the
County Equalization Director and the City Assessor.

Godfrey W. Collins
Ann Arbor City Administrator

David G. Hunscher 2/09/85
Washtenaw County Controller/Administrator

Date Signed 5/21/85

NOTE: The figure for the monthly discount per parking space in #3 may vary for
the Ashley easement from $14.10 to $16.50 depending on how the easement
is acquired.