



Washtenaw County Parks and Recreation Commission

NOTICE OF MEETING

Date: February 8, 2022

Time: 2:00 p.m.

Location: Washtenaw County Learning Resource Center, 4135 Washtenaw Ave., Ann Arbor, MI 48108

AGENDA

- 1. Call to Order / Moment of Silence**
- 2. Pledge of Allegiance**
- 3. Approval of the Minutes**
 - A. January 11, 2022 Meeting (attached, pp. 1-4 /action item)
- 4. Public Comment**
- 5. Communications, Projects & Activities** (attached, pp. 5-16 /action item)
- 6. Financial & Recreation Reports – January 2022**
 - A. Financial Reports (attached, pp. 17-19 /action item)
 - B. Recreation Reports (attached, p. 20 /action item)
- 7. Old Business**
 - A. 2022-25 B2B Budget (attached, pp. 21-23 /action item)
 - B. Other Old Business
- 8. New Business**
 - A. City of Ann Arbor's Buy, Protect, Sell Program (presentation at meeting)
 - B. B2B Trail and Miller - Smith Preserve Route (attached, pp. 24-27 /action item)
 - C. B2B Maintenance Agreement (attached, pp. 28-44 /action item)
 - D. Other New Business
- 9. Commissioners / Directors Comments**
- 10. Adjournment**

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Washtenaw County Parks and Recreation Commission

MINUTES OF MEETING

Date: January 11, 2022

Time: 2:00 p.m.

Location: Meri Lou Murray Recreation Center - 2960 Washtenaw Avenue, Ann Arbor, MI

Members Present: Patricia Scribner, WCPARC President; Janis Bobrin, WCPARC Vice President; Robert Joerg; Robert Marans; Brenda McKinney; Ricky Jefferson; Jo Ann McCollum;

Members Absent: Dan Ezekiel, Sue Shink, and Evan Pratt

Staff Present: Coy Vaughn, Director; Meghan Bonfiglio, Deputy Director (attending remotely); Ginny Leikam, Superintendent of Park Planning and Natural Areas; Jason Brooks, Manager of Finance and Administration (attending remotely); Ann Ziolkowski (attending remotely); Jeff Dehring, Park Planner; Hannah Cooley, Management Analyst

1. Call to Order/Pledge of Allegiance

Ms. Scribner called the meeting to order at 2:02 p.m. with the Pledge of Allegiance.

2. Approval of Minutes

The minutes of the December 14, 2021 regular meeting were included with the agenda material.

It was moved by Mr. Joerg and seconded by Ms. McKinney to approve the minutes of the December 14, 2021 regular meeting. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

3. Public Comment

Jeff Sweeney, resident of Ann Arbor, spoke about the poor conditions and improvements needed at the Swift Run Dog Park. He said that he recently sent an e-mail to several Commissioners regarding his concerns and has yet to receive a response. Mr. Vaughn offered to meet with him sometime after the meeting and attempt to address his concerns. Ms. Scribner apologized for missing his e-mail.

Megan S, a patron at Meri Lou Murray Rec Center, voiced her concern regarding the lack of a mandatory mask policy at the facility. She stressed that she, and the others in her swim class, did not feel safe at the facility and pointed out that many facilities in the area had mask requirements.

4. Communications, Projects & Activities

Mr. Vaughn reported on the December communications which were included in the packet and provided a presentation summarizing the projects, programs, and events for the month.

It was moved by Ms. McKinney and seconded by Mr. Marans to accept and file the Communications, Projects & Activities for the month of December 2021, as submitted. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

5. Financial & Recreation Reports – December 2021

A. Financial Reports

Mr. Brooks reported on the financials and stated that the total for the claims for the month of December was \$968,854.02.

It was moved by Ms. Bobrin and seconded by Ms. McCollum to accept and file the Financial Reports for the month of December 2021 as submitted. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

B. Recreation Reports

Mr. Brooks reported on recreation reports for the month of December 2021 and highlighted the impact of the pandemic on the attendance of our park facilities.

It was moved by Mr. Marans and seconded by Mr. Joerg to accept and file the Recreation Reports for the month of December 2021 as submitted. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

6. Old Business

A. Best Asphalt Contract Change Order

Mr. Dehring presented a proposed change order for the project involving the parking lot and trail improvements at County Farm Park that are being constructed by Best Asphalt, Inc. He explained that the work began in September and progressed on schedule throughout the following weeks. However, unfavorable weather and unforeseen site conditions created several delays in getting these projects fully completed this fall. Outstanding work to be finished spring of 2022 include restoration grading, seeding, and the full reconstruction of pathway on Washtenaw Avenue.

Mr. Dehring explained that while work was underway on these projects, several unforeseen conditions were encountered. Within the existing County Farm/Administration parking lot, unsuitable soils were discovered under a large portion of the northern parking area. Therefore, these poor soils required removal, disposal off-site, and replacement with specified stone materials. Additionally, it was originally planned to retain the existing asphalt surfaces within all parking areas and install an overlay of new asphalt. However, due to significant deterioration, it was determined that all these materials should be removed and replaced to extend service life of the new products. While expansion of the Recreation Center parking lot was under way, staff requested that the entire facility's existing parking lot surface be seal coated and re-stripped. Seal coating had not been performed in several years and given the facility was being closed for excavation work during a 24-hour period, it made sense to get this done now. The contractor executed this seal coating at an

additional \$11,500 unexpected expense to the contract. Furthermore, the driveway surface area adjacent to already scheduled work was in very poor condition and needed replacement to properly complete the project in this area. This was also added at an additional cost.

Mr. Dehring stated that the additional costs for all the above revisions and additions will be \$110,519.37 and are based on unit pricing that was competitively bid as part of the original contract. The improvements contribute to a better product for the Commission's investment and the new infrastructure should provide suitable service life performance for the next 20 to 25 years.

Mr. Vaughn complemented Mr. Dehring on his outstanding project management skills and pointed out that he has overseen countless projects on behalf of WCPARC. He noted that it is a rare occasion to see a change order on one of Mr. Dehring's projects. He added the proposed change order is warranted based on site conditions that were unforeseen.

It was moved by Ms. McKinney and seconded by Ms. Bobrin that the Washtenaw County Parks and Recreation Commission authorize Change Order No. 1 to Best Asphalt, Inc. for a \$110,519.37 increase and establish a new contract total of \$739,612.87. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

B. Other Old Business

None.

7. New Business

A. Election of Officers

Mr. Marans stated that he was supportive of the current slate of officers and was in favor of electing them to another term. Ms. McKinney agreed that the current officers were doing an outstanding job and should continue. Mr. Joerg concurred.

It was moved by Mr. Marans and seconded by Ms. McKinney to elect the current slate of officers, including Patricia Scribner, President; Janis Bobrin, Vice President; Dan Ezekiel, Secretary; for another term. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

B. NAPP – USDA ACEP Grant Application

Ms. Leikam presented an opportunity through The US Department of Agriculture (USDA) – Natural Resource Conservation Service (NRCS) Agricultural Conservation Easement Program (ACEP) for grant funding. The matching grant funds are awarded up to 50% of the appraised fair market value of conservation easements on prime farmland up to a maximum of \$5,000.00 per acre. She explained that in September 2021, ALPAC identified several nominated properties as top priorities for preservation. The highest ranked properties were also considered for potential applications to grant programs for matching funds. ALPAC recommended applying for grant funds for the following three properties: Weidmayer in Freedom Township, DeForest in Salem Township, and Bristle in Freedom Township.

It was moved by Mr. Marans and seconded by Ms. Bobrin to authorize Washtenaw County Parks and Recreation Commission to apply for matching grant funds to the USDA-NRCS RCPP ACEP-ALE

program for the Weidmayer K #2, DeForest Salem, and Bristle properties. Roll call vote: 7 Ayes, 0 Nays, 3 Absent (Ezekiel, Shink, Pratt), the motion was approved.

C. Other New Business

None.

8. Commissioners/Directors Comments

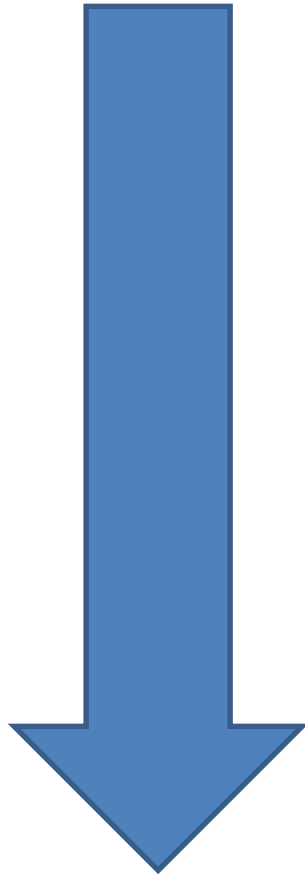
Mr. Vaughn provided an update regarding the recent fee increases at WCPARC facilities and noted the fee increase for existing membership categories would not take place until April 1st for MLM Recreation Center. He also noted that our facilities are increasing the minimum seasonal wages in an effort to become more competitive in the tight labor market. Mr. Marans agreed that hourly wage increases were merited. He encouraged staff to reach out to HCMA to compare wage rates for seasonal positions.

9. Adjournment

It was moved by Mr. Marans and seconded by Ms. McCollum to adjourn the meeting. All ayes.

The meeting was adjourned at 3:34 p.m.

Communications, Projects & Activities



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[Saline MI](#)

1-24-2022 4:10pm

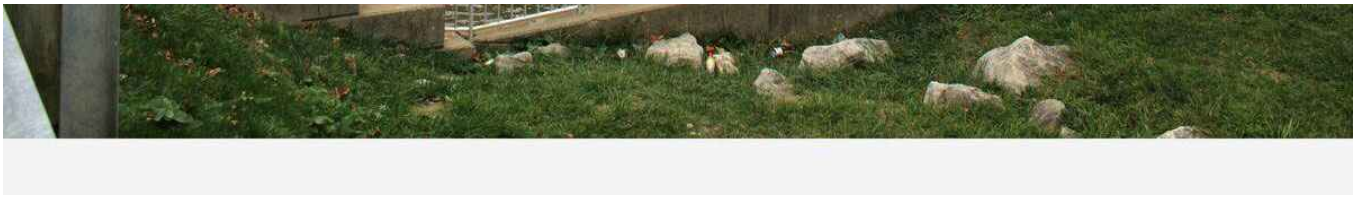
Saline Considering Mill Pond Trail



[Drew Saunders](#)

[The Sun Times News](#)





CORRECTION: A previous version of this article misstated what grants have been received and used and which have been received and not used. The current statement on the state of the use of funds is according to a Washtenaw County Park Commission official.

Finding ways to provide alternative transportation to automobiles has been a municipal and environmental topic in communities across the world for a long time now. Saline Mayor Brian Marl made it clear in his recent State of the City address that one way Saline is doing that is by attempting to create a pedestrian and bike pathway to connect Mill Pond Park together, emphasizing an ambition that this proposed trail would only be part of a much larger ambition to connect Saline to the rest of Washtenaw County.

“I had proposed several years ago a non-motorized pathway that ran the length of Mill Pond Park – getting us as close to the river and pond as possible – connecting the parking lot at the base of Mill Pond Park at Bennet Street, to the new sidewalk at Michigan Avenue and Mills [Road]. We completed the design of that project. Now we’re applying for grants to actually start to execute said project,” Marl said.

The trail would go from the new sidewalks on Michigan Avenue to Bennett Street. Saline has already used a \$40,000 grant from 2019 from the Connecting Communities Grant program from Washtenaw County’s Parks and Recreation Commission to establish an engineering plan for the system. They have received a further \$200,000 grant to continue the project for construction, according to Kira Macyda, the Principal Park Planner for the Washtenaw County Parks Commission.

“The program is open to basically all⁷ public entities in the County,”

Washtenaw County Parks and Recreation Commission Project Manager Peter Sanders said. “The goal is to improve non-motorized connectivity across the County. It can fund things like the Bothai Botanical Trail; several projects in Dexter that they have built like the boardwalk.”

The City is in the process of applying for more grants for future construction. Connecting Communities awards about half a million dollars in construction grants to municipalities across Washtenaw County every year, as well as about \$100,000 for engineering, feasibility and planning costs. Saline will have until the end of April to submit their latest grant application. The decision will be made sometime at the end of this year.

City officials are exploring options for doing this through Connecting Communities, the Department of National Resources Passport program and the [Ralph C. Wilson Foundation](#), a non-profit that helps funds career development, recreation development, elderly care and entrepreneurship throughout southeast Michigan and western New York State.

“There have been years where we couldn’t fund communities because there were so many projects in the works. There are other funding sources. If it is a park itself, there is the Michigan Natural Resources Trust Fund,” Macyda said. “If it is a real trails project, linking communities together ... there’s the Transportation Alternatives Program that they can apply for.”

It is too early in the process to predict the actual cost of this project. The price of building a trail differs on factors like geography and what types of material need to be used. This means that the average cost per mile can vary from \$500,000 to over \$1 million per mile, according to Sanderson.

Saline Parks and Recreation Director Carla Scruggs said that the city estimated it would cost about \$800,000 last year. Scruggs acknowledged

that with the ongoing effects of supply chain disruption due to the Coronavirus, the price of materials and labor will likely have gone up since that report was completed.

Image Credit: Wikimedia

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More from Saline

[Saline](#)

Tue. Jan 25 2022

[Saline Prepares For Worst And Hopes For The Best](#)

[Saline City Council has adopted a plan that sets out what every single public employee is supposed to do in any given emergency situation, to protect the public.](#)

[Drew Saunders](#)

[The Sun Times News](#)





Digital Report - January 2022

This monthly report will highlight our social media outreach, website analytics, newsletters, items in the news, and recent snapshots around the parks.

Monthly comparisons will be used to track data and improve our outreach.

Useful definitions for this report

Impressions

A Facebook metric related to the visibility of our posts is referred to as impressions. Impressions measure the number of times our posts were seen. That includes if one post was seen multiple times by a single user.

Engagement

Engagement measures the number of times someone took action on our posts. That could mean clicking a link, sharing our post, making a reaction or leaving a comment.



Digital Report - January 2022

SOCIAL MEDIA

facebook

Blue Heron Bay

Monthly Impressions

This Month	Last Month	Last Year
448	689	

Total Post Engagement

This Month	Last Month	Last Year
6	4	

facebook

Independence Lake

Monthly Impressions

This Month	Last Month	Last Year
17,731	10,755	

Total Post Engagement

This Month	Last Month	Last Year
734	298	

facebook

Meri Lou Murray

Monthly Impressions

This Month	Last Month	Last Year
3,534	2,883	

Total Post Engagement

This Month	Last Month	Last Year
118	128	

facebook

Pierce Lake

Monthly Impressions

This Month	Last Month	Last Year
1,185	2,107	

Total Post Engagement

This Month	Last Month	Last Year
75	31	

facebook

Rolling Hills

Monthly Impressions

This Month	Last Month	Last Year
66,968	49,618	

Total Post Engagement

This Month	Last Month	Last Year
1,752	876	

facebook

WCPARC

Monthly Impressions

This Month	Last Month	Last Year
16,264	14,250	

Total Post Engagement

This Month	Last Month	Last Year
839	776	

Instagram

Rolling Hills

Total Followers

This Month	Last Month	Last Year
979	973	

Top Post - Passes

How many people reacted to posts

This Month	Last Month	Last Year
n/a	11	

Instagram

WCPARC

Total Followers

This Month	Last Month	Last Year
2,363	2,349	

Top Post - Stewardship Opportunity

How many people reacted to posts

This Month	Last Month	Last Year
62	48	



Digital Report - January 2022

Facebook/Instagram - Top Posts

Washtenaw Co...
 Tue 1/18/2022 5:37 am ...

Ah January- first month of the new year, a time of resolutions, intentions, and ...

Total Engagements	320
Reactions	128
Comments	7
Shares	19
Post Link Clicks	—
Other Post Clicks	166

Washtenaw Co...
 Tue 1/18/2022 5:37 am ...

Total Engagements	318
Reactions	128
Comments	7
Shares	19
Post Link Clicks	—
Other Post Clicks	164

Rolling Hills Co...
 Sat 1/29/2022 4:14 pm ...

Perfect day for this! Don't forget the rental room is open tomorrow, Sunday, January...

Total Engagements	98
Reactions	11
Comments	2
Shares	0
Post Link Clicks	—
Other Post Clicks	85



Digital Report - January 2022

Website, Newsletter, News

Website Statistics

washtenaw.org/parks

January 2022

Total Page Visits	This Month	Last Month	Sept. Last Year
	24,545	15,493	

Top Pages Viewed	Views
Rolling Hills - Sledding	6,031
Rolling Hills County Park	5,094
MLM - Fitness/Aquatics	4,183
Rolling Hills County Park	2,440
Rolling Hills County Park	1,578

In The News

Monthly Newsletter

WCPARC

Newsletter via MailChimp

Sent to	Opened	Clicks
6,788	3,295	689

Newsletter non MailChimp

Sent to	Opened	Clicks
1,113	N/A	

Photography



Photo Ambassador: Irina Stoilov,
Parker Mill County Park



Washtenaw County Parks and Recreation Commission

MEMORANDUM

TO: Washtenaw County Parks and Recreation Commission
FROM: Coy P. Vaughn, Director
DATE: February 8, 2022
RE: Project and Activities Update – January 2022

Park Facility Events and Projects

Independence Lake

- The Night Hike, Cold and Beautiful self-guided lantern lit hike was offered January 7. Patrons walked trails leading them through marshland and woods. Several participants were new to the park and night programs.
- Winter Campfire Cooking was led by Naturalist Elle Bogle on January 8.
- The Kids' Ice Fishing Clinic was held on January 22; two sections were held, and both reached capacity of 6 families. Families learned about equipment and techniques.
- Winter yoga continues to be popular. The second winter session will begin February 20.
- Maintenance staff installed solar lights to illuminate the park entry sign to assist patrons in finding the entry driveway when attending night programs.
- Staff is preparing to recruit and interview summer seasonal positions.

Meri Lou Murray Recreation Center

- The winter group exercise program began offering a combination of twenty-nine in-person, virtual and/or hybrid classes including basic aerobics, water aerobics, weight training, Pilates, Yoga, Zumba, Tai Chi for Fall Prevention and Exercise for Osteoporosis.
- A new robust, member-led Ping Pong Program was developed this winter and involves nightly, tournaments.
- The exceptionally cold weather at the end of the month resulted in a notable increase in the daily track walkers.
- With the rates of COVID infections rising again, MLMRC reinstated a mask mandate in the locker rooms—the only area of the building where a 6-foot distance between members is difficult to maintain.
- A new water softening system for the facility has been installed.

Nelson Meade County Farm Park

- The Field Operations Building driveway security gates and a spilt rail fencing adjacent to the new entry drive are in the process of being installed.

Rolling Hills Park

- Winter Park Operations was finally able to open on January 29 and 30! The sledding hill and ski trails saw steady use through the weekend.
- Operations staff are confirming returning staff numbers for the summer season and gearing up to start the hiring season.

- 2022 Vehicle Passes sold very well considering our rental room was only open for 2 days of the month. 385 passes were sold through January.
- Maintenance staff assisted with prop building for the upcoming Hunt for the Yeti event.
- Renovation of the water park's concession stand continues at a very slow pace.

Staebler Farm Park

- Architects from The Collaborative continue developing concepts for farmhouse rehabilitation. It is anticipated that its design and cost opinions will be completed in March and brought to the Commission at the March meeting.
- Staff, architects, and Phoenix Contractors met to kick-off construction of the Multipurpose Building. Phoenix's contract is still being reviewed and should be executed early February. Ground-breaking is expected this spring.
- Staff is coordinating with Brown Well Drilling to establish a well on the property to serve the Multipurpose Building. Weather has been a challenge, but it is anticipated to be drilled early February.
- January MFS classes: nine classes including Blacksmithing 101, Blacksmithing for Kids, Bladesmithing, and Spoon Carving.

Special Initiatives

Border-to-Border Trail (B2B)

- Construction of the Dexter-Chelsea trail segment (CD2), Dancer Road to Wylie Road (1.6 miles) is complete except for final restoration and tree plantings, which will occur in the spring. The Contractor did install signs and the two sections of split rail fence in January.
- Chelsea Connector segment (C1) construction is complete within Veterans Park, Weber Field, and Timbertown (south of Sibley Rd). North of Sibley, the trail is graded and has stone base placed across the city-owned property. Work has been suspended until spring. The remainder of the project within the MDOT right of way up to Werkner Road will be completed in 2022.
- Engineering and permitting are in various stages of progress for the following trail segments:
 - o Barton-Bandemer Tunnel and Trail (Segment DAA7 - Ann Arbor)
 - o Huron River Drive - Zeeb Road to Delhi Metropark (Segment DAA3) and Delhi Metropark to Wagner Road (Segment DAA4).
 - o Dexter-Chelsea (Segments CD2 & CD3) Wylie Road to Parker Road, and to Mill Creek Park, in Dexter.
 - o M-52 from North Territorial Road to Boyce Road (Segment CS3).
 - o Hudson Mills to Stinchfield Woods and Silver Lake State Park.

Watkins Lake Trail

- Construction on the first two phases of the Watkins Lake gravel rail-trail conversion is substantially complete from Noggles to Austin roads. It is anticipated that the trail will be extended to the parking lot in Jackson County this year.

Natural Areas Preservation Program (NAPP)

Stewardship

- Thirty-six volunteers helped to remove invasive shrubs and vines at Stewardship Saturdays and Neighborhood Nature Days at Parker Mill Park, County Farm Park, Rolling Hills Park, Independence Lake Park, and Park Lyndon.
- Work began on the reconstruction of the boardwalk at Draper Houston Preserve.
- Invasive shrubs were cut and treated at Sharon Short Hills, Leonard Preserve, Meyer East and Scio Woods.

- Neighborhood Nature Days were held at Rolling Hills, County Farm and Independence Lake Parks.

Acquisition

- Closed on Gotfredson and Ranizeski properties in Superior Township

Interpretive Programming

- About 128 patrons participated in nature program events in January, including Junior Naturalist: Starflakes, Winter Campfire Cooking, and an Owl Calling Campfire.



Washtenaw County Parks and Recreation Commission

January 2022 - Claims Report

PARK / FACILITY / FUNCTION	UTILITIES	DIRECT PURCHASES	OTHER	TOTAL
Administration	\$ 982.12	\$ 4,851.27	\$ 18,390.45	\$ 24,223.84
Recreation Center	9,389.32	2,578.33	28,009.70	39,977.35
Park Maintenance	1,857.98	3,974.00	2,431.53	8,263.51
Pierce Lake Golf Course	2,008.09	2,438.23	18,097.86	22,544.18
Independence Lake	2,686.71	4,749.10	4,062.45	11,498.26
Rolling Hills	8,617.27	2,681.32	19,994.69	31,293.28
Parker Mill	126.02	-	111.62	237.64
Sharon Mills	99.62	-	1,442.00	1,541.62
Staebler Farm	370.18	135.35	-	505.53
Swift Run Dog Park	-	-	720.00	720.00
Capital Improvement	-	-	30,647.25	30,647.25
Committed Funding Partnerships	-	-	-	-
Commission	-	-	-	-
SUBTOTAL	\$ 26,137.31	\$ 21,407.60	\$ 123,907.55	\$ 171,452.46
 Road Millage Fund	 -	 -	 47,443.72	 47,443.72
SUBTOTAL	\$ -	\$ -	\$ 47,443.72	\$ 47,443.72
 Natural Areas Preservation Program				
Acquisition	\$ -	\$ -	\$ 1,009,151.30	\$ 1,009,151.30
Preserve Management	-	649.51	5,414.20	\$ 6,063.71
NATAC	-	-	-	\$ -
Acquisition	\$ -	\$ -	\$ 10,106.80	\$ 10,106.80
Annual Monitoring	-	-	-	\$ -
ALPAC	-	-	-	-
SUBTOTAL	\$ -	\$ 649.51	\$ 1,024,672.30	\$ 1,025,321.81
 TOTAL	<u>\$ 26,137.31</u>	<u>\$ 22,057.11</u>	<u>\$ 1,196,023.57</u>	<u>\$ 1,244,217.99</u>

It was moved by _____ and supported by _____
to approve payment of claims in the amount of.....

\$ 1,244,217.99

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION
FUND BALANCE STATEMENT - JANUARY 31, 2022

Beginning Fund Balance (1/1/22)	17,763,610	(unaudited)	8%	YTD % Budget	
Revenue (Budget)		Revenue (Actual)			Variance
Property Tax	8,681,375	6,064		0%	(8,675,311)
State Grant Funds	-	-			-
Fees & Services	3,635,000	96,338		3%	(3,538,662)
Interest Earnings	100,000	-		0%	(100,000)
Other Revenue & Reimb.	<u>30,000</u>	<u>3,000</u>		10%	<u>(27,000)</u>
Total Revenue		12,446,375	105,401	1%	(12,340,974)
Expense (Budget)		Expense (Actual)			Variance
Personnel Services	(6,909,556)	(213,209)		3%	6,696,347
Supplies & Other Services	(2,549,600)	(84,615)		3%	2,464,985
Internal Service Charges	(939,876)	(70,708)		8%	869,168
Capital					
Land Acquisition	-	-		-	-
CIP/Development	(3,100,000)	(2,737)		0%	3,097,264
Contingency	(400,000)	-		0%	400,000
Machinery & Equipment	<u>(181,100)</u>	<u>(7,067)</u>		4%	<u>174,033</u>
Capital Subtotal	(3,681,100)	(9,803)		0%	3,671,297
Total Expense		<u>(14,080,132)</u>	<u>(378,336)</u>	3%	13,701,796
Surplus/(Deficit)		(1,633,757)	(272,934)		
Operating Reserve		(8,681,375)	(7,832,444)		
Funding Commitments (Partnerships)		<u>(2,589,546)</u>	<u>-</u>		
		(11,270,921)	(7,832,444)		
Projected Fund Balance (12/31/22)		<u>4,858,932</u>	<u>9,658,232</u>		

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION
NATURAL AREAS PRESERVATION PROGRAM
FUND BALANCE STATEMENT - JANUARY 31, 2022

Beginning Fund Balance (1/1/22)	8,919,545	unaudited	8%	YTD % Budget	
Revenue (Budget)		Revenue (Actual)			Variance
Property Tax	4,622,888	2,721		0%	(4,620,167)
Federal Revenue	-	-			-
Interest Earnings	25,000	-		0%	(25,000)
Other Revenue & Reimb.	<u>5,000</u>	<u>-</u>		0%	<u>(5,000)</u>
Total Revenue		4,652,888	2,721	0%	(4,650,167)
Expense (Budget)		Expense (Actual)			Variance
Personnel Services	(700,883)	(27,439)		4%	673,444
Supplies & Other Services	(336,200)	(1,488)		0%	334,712
Internal Service Charges	(20,612)	-		0%	20,612
Capital					
Land Acquisition	(2,550,000)	(877,545)		34%	1,672,455
Land Development	-	-			-
Machinery & Equipment	<u>(5,000)</u>	<u>-</u>		0%	<u>5,000</u>
Capital Subtotal	(2,555,000)	(877,545)		34%	1,677,455
Total Expense		<u>(3,612,695)</u>	<u>(906,471)</u>	25%	2,706,224
Surplus/(Deficit)		1,040,193	(903,750)		
Projected Fund Balance (12/31/22)		<u>9,959,738</u>	<u>8,015,795</u>		

**RECREATION CENTER
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
JANUARY**

MEMBERSHIPS

	2020	2021	2022	2020	2021	2022
INDIVIDUAL RESIDENT	147	196	124	\$ 30,570	\$ 33,450	\$ 21,476
INDIVIDUAL NON-RESIDENT	4	3	2	1,290	1,370	700
S/Y/D RESIDENT	230	216	74	38,710	37,670	11,556
S/Y/D NON-RESIDENT	1	-	-	260	-	-
FAMILY RESIDENT	33	103	51	14,845	19,736	5,853
FAMILY NON-RESIDENT	1	-	-	743	-	-
FAMILY - ADDT'L MEMBER	2	12	1	112	408	11
SENIORS OVER 80	49	67	29	2,940	3,780	1,690
PERSONAL TRAINERS	2	2	-	550	1,225	-
MILITARY PASS	-	-	1	-	-	362
30-DAY PASS	125	127	70	5,535	5,026	2,948
SEASONAL PASS	-	-	-	-	-	-
REPLACEMENT PASS	18	13	1	18	9	1
SUB-TOTAL	612	739	353	\$ 95,573	\$ 102,674	\$ 44,597
PASS FACILITY USE	17,294	17,727	4,961			
PERCENT OF NON-RESIDENTS:	1.44%	0.58%	0.80%			

DAILY ENTRIES

	2020	2021	2022	2020	2021	2022
INDIVIDUAL RESIDENT	1,078	1,080	233	\$ 8,624	\$ 8,640	\$ 2,318
INDIVIDUAL NON-RESIDENT	134	84	25	1,206	756	298
S/Y/D RESIDENT	852	939	193	5,112	5,634	1,383
S/Y/D NON-RESIDENT	34	45	71	238	315	539
INDIVIDUAL FITNESS RESIDENT	4	30	-	32	168	-
INDIVIDUAL FITNESS NON-RESIDENT	-	-	-	-	-	-
SENIOR FITNESS RESIDENT	38	69	-	228	402	-
SENIOR FITNESS NON-RESIDENT	-	3	-	-	14	-
DAILY PASS/GIFT CERTIFICATE SALES	-	-	-	-	-	-
SUB-TOTAL	2,140	2,250	522	\$ 15,440	\$ 15,929	\$ 4,538
PERCENT OF NON-RESIDENTS:	7.85%	5.87%	18.39%			

OTHER REVENUE

	2020	2021	2022	2020	2021	2022
DAYCAMP	55	-	-	\$ 1,478	\$ -	\$ -
RECREATION PROGRAMS	3,637	3,429	476	20,874	22,205	5,128
FACILITY RENTALS	-	80	-	-	1,911	-
POOL/STUDIO/GYM	-	-	-	-	-	-
PARTY PAVILION	-	-	-	-	-	-
MISC. RETAIL	-	32	-	-	893	13
LOCKERS	2,155	3,554	360	539	889	90
VENDING	-	-	-	930	289	-
SUB-TOTAL	5,847	7,095	836	\$ 23,821	\$ 26,186	\$ 5,231

	2020	2021	2022	2020	2021	2022
YTD TOTAL PARTICIPATION & REVENUE:	25,893	27,811	6,672	\$ 134,833	\$ 144,789	\$ 54,366



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: February 8, 2022
Re: Border to Border Trail Budget Authorization 2022-2025

Background

In a survey conducted for the Commission's Recreation Master Plan in 2018, paved non-motorized trails were ranked as the highest priority for investment by Washtenaw County residents. In November of 2016, Washtenaw County voters overwhelmingly approved, the Road and Trails Millage, of which the Commission gets 20% (split between the Border to Border Trail (B2B Trail) and Connecting Communities). This generated about \$1M per year for the B2B Trail for a total of \$4M over the course of the millage. The millage was renewed in 2020 and runs through 2024 (funds available through 2025). In 2017, the collaboration between the Commission and the Huron Waterloo Pathways Initiative (HWPI) was formalized with a Memorandum of Understanding (MOU). At the time of the MOU the Commission allocated an additional \$4 million of general parks funding to the B2B Trail through 2022—effectively matching the funds from the Road and Trails Millage.

Since 2017, the Commission, HWPI and other project partners have collaborated to build, rebuild, and initiate 16 construction projects totaling 14.1 miles at a cost of nearly \$20M. The Commission's portion was approximately 1/3 of the total (\$6.5M), another 1/3 has come from HWPI, and the remainder from grants and other public partners. In 2021, the Commission established the B2B Trail Special Revenue Fund and deposited \$820,000 to secure long-term maintenance funding based on previous and anticipated future commitments and obligations.

Discussion

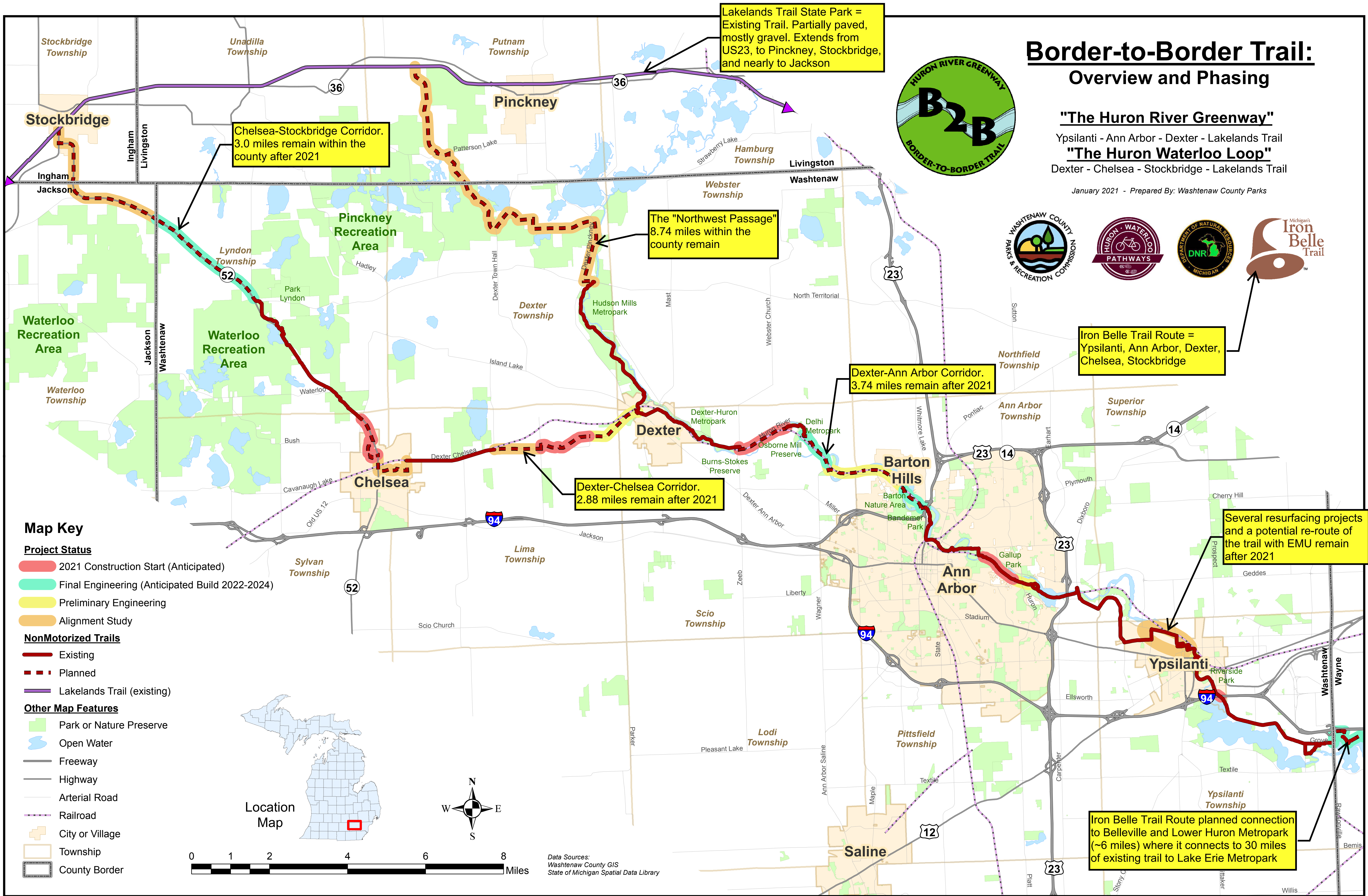
The Commission and its partners have made significant progress on the B2B Trail since 2017 but there is more work to be done to complete the initiative. Staff anticipates that there are another 30 projects required (including engineering, planning, and construction) to finish the remaining 18 miles of trail (see attached map). Staff is working to chart a course towards completion of the B2B Trail initiative, while maintaining the Commission's allocation as 1/3 of the total cost. HWPI has a proven track record raising private funds for the project and anticipates continued success at providing approximately 1/3 of the cost of the trail.

Due to rising taxable value in the county, the Commission's portion of the Road and Trails Millage is anticipated to be approximately \$1.2M per year for the B2B Trail (\$4.8M over four years), less the \$600,000 from the Connecting Communities Grant Program. Based on anticipated future expenditures for the B2B Trail and due to continuously rising construction costs, staff requests that the Commission reauthorize its four-year parks general fund commitment to the B2B Trail and increase the amount to match the funds from the Road and Trails Millage (\$1.2M/year; \$4.8M through 2025).

Recommendation

It is my recommendation that the Commission commit \$4.8 million from the parks fund over four years (2022-2025) to augment the Road and Trails Millage and continue planning the development of the B2B Trail and authorize staff to amend the Parks Fund Budget as necessary to align with B2B project planning.

Attachment.



Border-to-Border Trail: Overview and Phasing

"The Huron River Greenway"

Ypsilanti - Ann Arbor - Dexter - Lakelands Trail

"The Huron Waterloo Loop"

Dexter - Chelsea - Stockbridge - Lakelands Trail

January 2021 - Prepared By: Washtenaw County Parks



Iron Belle Trail Route =
Ypsilanti, Ann Arbor, Dexter,
Chelsea, Stockbridge

Several resurfacing projects
and a potential re-route of
the trail with EMU remain
after 2021

Iron Belle Trail Route planned connection
to Belleville and Lower Huron Metropark
(~6 miles) where it connects to 30 miles
of existing trail to Lake Erie Metropark

Data Sources:
Washtenaw County GIS
State of Michigan Spatial Data Library



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: February 8, 2022
Re: Border to Border Trail: Miller-Smith Preserve Trail Route

Background

The Albert J. Miller and Robert & Nancy Smith Preserve (Miller-Smith Preserve) has been part of the Commission's Natural Areas Preservation Program (NAPP) since 2006. The preserve was acquired in two pieces: the Miller Property (acquired in 2006 by NAPP) and the Smith Woods (originally donated to the Village of Dexter in 1993). The village donated the Smith Woods to WCPARC in 2008 so that it could be managed more effectively as a single preserve under the expertise of WCPARC staff and that it would potentially get more use by being advertised by WCPARC.

At the time the Smith Woods parcel was donated to WCPARC by the Village, two particularly relevant clauses in the donation agreement state:

1. "[WCPARC] shall manage and maintain the property in accordance with the Washtenaw County Natural Areas Preservation Program"
2. "The property shall be perpetually managed and maintained as a park and nature area available to the public. [WCPARC] shall not construct or permit any person or entity to construct any improvements or structure of any kind on, or otherwise develop or permit the development of the property in any manner which conflicts with the foregoing restriction."

The Miller-Smith Preserve, located just outside of the City of Dexter, contains a wide variety of high-quality habitats. The trail system, just under one mile in length, winds through dry oak-hickory forest, wet areas of swamp white oak, and past several small wetlands and vernal pools.

NAPP is guided by three core goals:

1. Protect and preserve the natural, ecological diversity/heritage of Washtenaw County
2. Complement the existing network of publicly and privately protected lands
3. Maximize the public benefit

Further, the NAPP ordinance contemplates that "*Passive Recreation*" is an appropriate use of the land and defines it as "*walking, jogging, bird watching, nature studies, quiet picnicking and other quiet inactive pastimes.*" Currently, however, no bikes are allowed on NAPP Preserves.

One of the ways that the Commission has "[maximized] the public benefit" of preserves operated under NAPP is to enhance their accessibility for people of all ages and abilities. This has been accomplished by constructing gravel parking lots, natural surface foot trails, compacted gravel trail surfaces (limited situations), overlooks, bridges, and boardwalks where appropriate or needed in the preserves. That being said, the development on preserves is balanced to minimize ecological impact while maintaining the core goal of preservation and management of quality natural areas. The preserves within the NAPP system offer

a spectrum of accessibility throughout the county with most of the more accessible preserves being in the south and west.

The planned Border to Border Trail (B2B Trail) route connecting Chelsea and Dexter passes adjacent to the Miller-Smith Preserve using a combination of road right-of-way and potentially a portion of the old Boland inter-urban railroad property, which is 33' wide and adjacent to the road right-of-way and owned by the Washtenaw County Road Commission. Over the span of two anticipated construction phases, the B2B Trail, and therefore the Miller-Smith Preserve, will be directly connected to the City of Dexter (0.6 miles), creating a safe and convenient opportunity for residents and visitors to choose a carbon-emission free method to access the preserve such as walking, jogging, or biking.

Discussion

If the B2B Trail follows its current, planned alignment in the Miller-Smith Preserve area, in the road right-of-way and former Boland property, there will be some impact to the edge of the preserve near the parking lot. The total estimated area for the trail impact is approximately 0.25 acres. Such impacts have been allowed in the past for similar trail projects such as the Textile Greenway and Harwood Heritage Preserve in Pittsfield Township. In this case however, the trail alignment will also have impact to the right-of-way in front of the Rose family parcel despite those impacts being entirely on publicly owned land. The trail would be built "in the front yard" of the home that is set near to the edge of the road.

Adjacent to the north and east of the Rose parcel is the Smith Woods portion of the Miller-Smith Preserve. To the west of the Rose parcel is a plot of land owned by the Rowe family, which contains a small agricultural field, with mixed hardwood forest, wetland, and a branch of Mill Creek. The Rowe's have indicated a potential willingness to work with the Commission towards a land transaction for the purpose of constructing the B2B Trail (a field visit and discussion occurred with them in December 2021). If such permission is granted, it would require that a portion of the Miller-Smith Preserve, mostly along the southern edge, be occupied by the B2B Trail. The proposed trail route is anticipated to have a construction impact to approximately 0.43 acres of the 29-acre preserve in addition to the area along the road frontage (0.25 acres). For reference, the parking area at the preserve occupies approximately 0.16 acres. The proposed impacts are entirely on the former Smith Woods parcel that was donated to NAPP by the Village of Dexter in 2008.

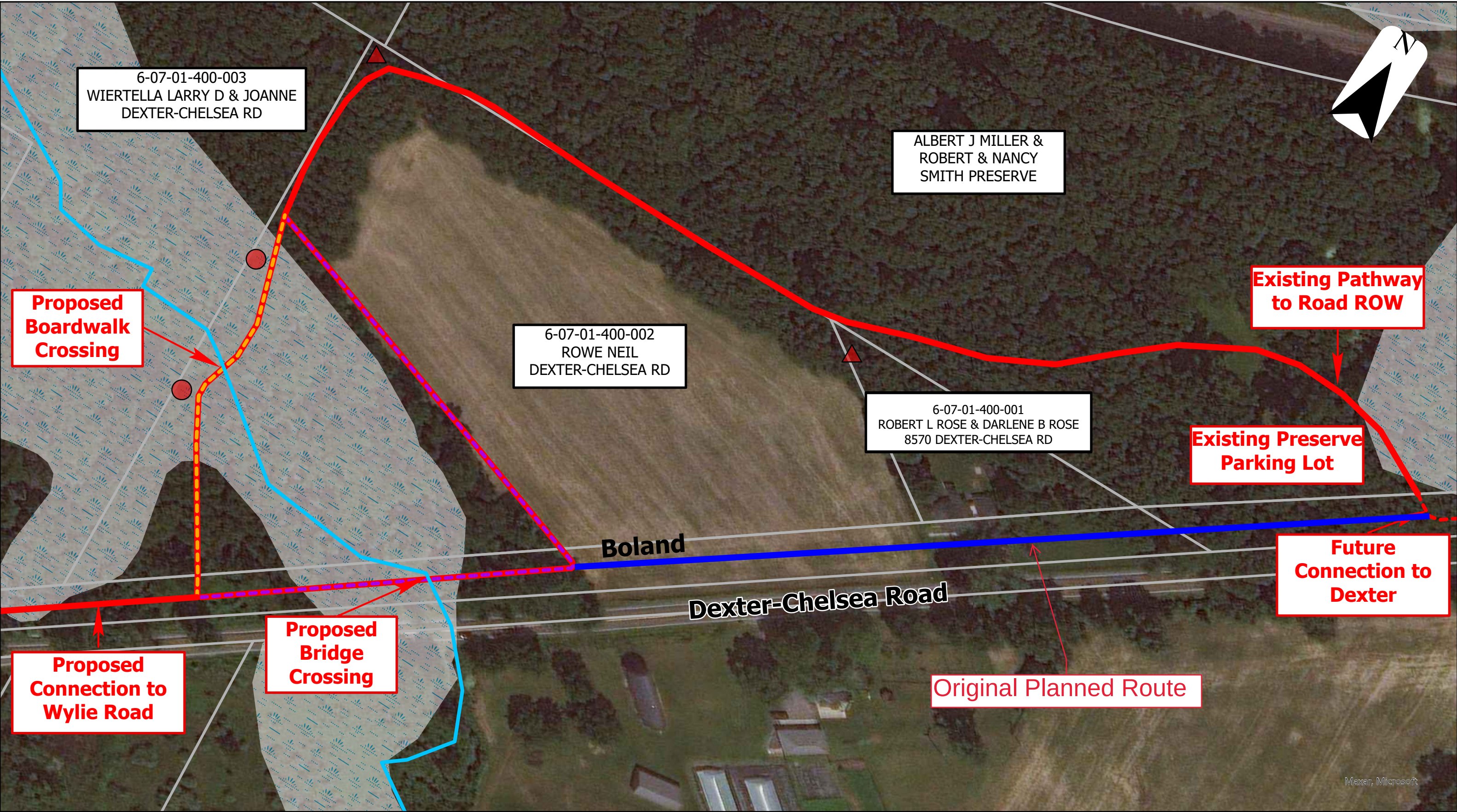
Stewardship and planning staff have met in the field to discuss the conceptual alignment, on-the-ground details, and how it would impact the preserve's ecology. Staff is confident that the B2B Trail could avoid most significant trees and avoid the vernal pools.

County attorney has completed an initial review of the donation agreement signed by Village of Dexter and WCPARC. It is their opinion that the donation agreement would need to be reviewed by the City of Dexter and potentially amended should WCPARC wish to construct the alternate route of the B2B across the Miller Smith Preserve. Therefore, further legal review by both parties would be required prior to moving forward with an alternate route. Furthermore, NAPP preserves prohibit the use of bikes and multi-use trails have not been constructed on preserves. Therefore, a public input process should be established to review the change in use.

Recommendation

Based upon initial review by staff, it is my recommendation that the Commission direct staff to approach the City of Dexter to determine the legal implications of pursuing the alternative Border to Border trail alignment in Miller -Smith preserve in regards to the terms of the donation agreement for the property, and to bring back to the Commission for their review along with a public and partner input process strategy.

Attachments.



Rowe & Preserve Property Pathway Alignment

Legend

- | | | |
|----------------------|------------------------|--------------------------------------|
| Boland ROW Alignment | Future Alignment | Stream (Source: GIS) |
| Proposed Alignment | Wetlands (Source: GIS) | Property Corner (Source: Found Iron) |
| Rowe Alignment | Parcels (Source: GIS) | Property Line (Source: Found Marker) |



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: February 8, 2022
Re: Border to Border Trail Maintenance Agreements with MDOT

Background

Since 2001, WCPARC has provided substantial construction funding for the Border-to-Border Trail (B2B) on land that is owned by partner organizations (i.e. City of Ann Arbor, Huron-Clinton Metroparks). Although maintenance agreements vary based on the landowner, it is typical that the partner who owns the land provides day-to-day maintenance of the trail and WCPARC would assist with major reconstruction projects when needed. However, many of the recent and upcoming B2B segments require that the trail alignment utilize road and railroad right-of-way (ROW) where the partner that controls the land is not able to maintain the trail. At the April 2017 meeting, the Commission agreed to accept ownership and maintenance of the first phase of the M-52 trail, known as the "Huron Waterloo Pathway Phase 1A" and the "Border to Border Trail West of Zeeb" (Dexter-Huron Metropark to Zeeb Road). At that meeting, it was also acknowledged that the Commission would likely own and maintain the future B2B segments within MDOT ROW.

Discussion

There are three projects within MDOT ROWs where Commission authorization is required to execute maintenance agreements or permits, which will allow them to advance to construction and eventual operation by WCPARC. Resolutions and agreements are attached and have been reviewed by staff for consistency with similar, previously executed agreements between MDOT and WCPARC.

Project 1: Segment CS2 in Lyndon Township (Green Lake to N. Territorial) – due to MDOT staff transfers, this document was never completed although the trail segment is fully constructed. MDOT ROW occupancy along M-52.

Project 2: Segment C1 in the City of Chelsea and a portion of Sylvan Township (Werkner Road to Veterans Park) – this segment is under construction outside of the MDOT ROW and is anticipated to be complete this year. MDOT ROW occupancy along M-52.

Project 3: Segment DAA3 in Scio Township (Zeeb Road to Delhi Metropark) – this segment is fully engineered and waiting on Amtrak's final approval for construction, which is anticipated to begin this year. MDOT ROW occupancy railroad along Huron River Drive.

Recommendation

See attached resolutions (3).

Attachments.



Washtenaw County Parks and Recreation Commission

Washtenaw County Parks & Recreation Commission

Resolution Certification

Project Name: Border to Border Trail Segment CS2: Green Lake Campground to N. Territorial Rd.

Contract Number: 2-5053

Control Section: 81011

Whereas, that upon the recommendation of the Washtenaw County Parks & Recreation Commission (WCPARC) staff, the Commission hereby authorizes execution of an agreement between the Michigan Department of Transportation and WCPARC for the construction of this important trail project, and

Whereas, Coy Vaughn, Director, is authorized to sign said contract

Moved...

Based upon staff review of maintenance requirements that are associated with grant funding and this agreement, and contingent upon final acceptance of the documents by legal counsel, it is staff's recommendation that the Commission authorize execution of the necessary permits, easements, and maintenance agreements in the name of Washtenaw County Parks & Recreation Commission for the above referenced project.

Voice Vote: Yeas: Nays: Absent: Abstain: Motion:

I hereby certify that the foregoing motion was duly adopted at a meeting of the Washtenaw County Parks & Recreation Commission held on February 8, 2022 and is on file at the Administrative Office of the Washtenaw County Parks & Recreation Commission, 2230 Platt Road, Ann Arbor, MI 48107

Coy P. Vaughn, Director

NON-MOTORIZED PATH
MAINTENANCE
PERMIT

DA	
Control Section	81011
Permit Ref. Number	43612
Contract	2-5053

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and WASHTENAW COUNTY, by the WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of a non-motorized path to be constructed by the AGENCY along Highway M-52.

WITNESSETH:

WHEREAS, the AGENCY is proposing the construction of a non-motorized facility along Highway M-52 in which portions of the facility are within DEPARTMENT right of way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct of the non-motorized facility are hereinafter referred to as the "PROJECT" and are further described and located as follows:

Non-motorized path construction work along Highway M-52 from the Green Lake Access Road to North Territorial Road; together with necessary related work, located in Lyndon Township, Washtenaw County, Michigan; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work. It is understood that portions or all the PROJECT work will be placed under contract by the AGENCY. The performance of the construction of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 43612.

3. The AGENCY hereby agrees that immediately upon execution of this Contract, it will:

- A. Enact, and keep in full force and effect, such ordinances or regulations as may be necessary to assure that no motorized vehicles (except those for maintenance purposes, and, where snow conditions and state and local regulations permit, snowmobiles) shall be permitted on the facility being constructed as the PROJECT.
- B. Determine if any existing ordinances restrict use of the facility by bicycles, and, if so, that it will amend such ordinances and keep it in full force and effect to allow use by bicycles.
- C. Enact no ordinance which prohibits the use of bicycles on the facility constructed as the PROJECT.
- D. Enforce Act 300 P.A. 1949 (MCLA 257.660) with respect to bicycles on the roadway portion of highway.

4. The AGENCY agrees not to rent or sublease the facility constructed as the PROJECT.

5. Upon completion of the PROJECT, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT as a non-motorized facility. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline right of way. As built plans will be provided to the Brighton Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline right of way boundaries will be kept in good condition, both as to safety and appearance. The AGENCY shall maintain the PROJECT in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and right of way. The AGENCY will obtain a permit from the DEPARTMENT for any future maintenance work within the trunkline right-of-way.

- B. In the event that the AGENCY fails in its maintenance obligations, the DEPARTMENT at its discretion, at the AGENCY'S sole cost, may enter said ROW and perform such work as may be necessary to assure compliance with the above or terminate this Contract.
- C. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve the AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- D. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.
- E. The AGENCY shall be responsible for ensuring the safety and security of the users of the PROJECT location, and to maintain the PROJECT location in a safe operating condition.

6. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

7. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the right of way for the PROJECT unless specified herein or approved by the DEPARTMENT.

8. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

9. It is expressly understood that use of the Trunkline right of way is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT

that such right of way is required for the construction, operation, and/or maintenance of any present or proposed Trunkline or Trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT can be removed without reimbursement to the AGENCY.

10. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

11. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility companies when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline right of way and Trunkline facility.

12. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT right of way, other than as a non-motorized pedestrian facility, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

13. Each party to this Contract shall remain responsible for any claims arising out of their own acts and/or performance of this Contract, as provided by law. This Contract is not intended to increase either party's liability for, or immunity from, tort claims. This Contract is not intended nor shall it be interpreted as giving either party a right of indemnification, either by contract or at law, for claims arising out of the performance of the Contract.

14. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

WASHTENAW COUNTY
PARKS AND RECREATION
COMMISSION

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director, MDOT

By _____
Title:



Washtenaw County Parks and Recreation Commission

Washtenaw County Parks & Recreation Commission

Resolution Certification

Project Name: Border to Border Trail Segment C1: Veterans Park to Werkner Rd

Contract Number: 21-5536

Control Section: 81011

Whereas, that upon the recommendation of the Washtenaw County Parks & Recreation Commission (WCPARC) staff, the Commission hereby authorizes execution of an agreement between the Michigan Department of Transportation and WCPARC for the construction of this important trail project, and

Whereas, Coy Vaughn, Director, is authorized to sign said contract

Moved...

Based upon staff review of maintenance requirements that are associated with grant funding and this agreement, and contingent upon final acceptance of the documents by legal counsel, it is staff's recommendation that the Commission authorize execution of the necessary permits, easements, and maintenance agreements in the name of Washtenaw County Parks & Recreation Commission for the above referenced project.

Voice Vote: Yeas: Nays: Absent: Abstain: Motion:

I hereby certify that the foregoing motion was duly adopted at a meeting of the Washtenaw County Parks & Recreation Commission held on February 8, 2022 and is on file at the Administrative Office of the Washtenaw County Parks & Recreation Commission, 2230 Platt Road, Ann Arbor, MI 48107

Coy P. Vaughn, Director

NON-MOTORIZED PATH	DA	
MAINTENANCE	Control Section	81011
PERMIT	Permit Ref. Number	75189
	Contract	21-5536

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the WASHTENAW COUNTY, by the WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of a non-motorized path to be constructed by the AGENCY along Highway M-52.

WITNESSETH:

WHEREAS, the AGENCY is proposing the construction of a non-motorized facility along Highway M-52, within DEPARTMENT right of way (ROW); and

Non-motorized path construction work along Highway M-52 from Werkner Road to Sibley Road; together with necessary related work, located in Sylvan Township, Washtenaw County, Michigan; and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct of the non-motorized facility are hereinafter referred to as the "PROJECT" and are further described and located as follows:

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work. It is understood that portions or all the PROJECT work will be placed under contract by the AGENCY. The performance of the construction of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 75189.

3. The AGENCY hereby agrees that immediately upon execution of this Contract, it will:

- A. Enact, and keep in full force and effect, such ordinances or regulations as may be necessary to assure that no motorized vehicles (except those for maintenance purposes, and, where snow conditions and state and local regulations permit, snowmobiles) shall be permitted on the facility being constructed as the PROJECT.
- B. Determine if any existing ordinances restrict use of the facility by bicycles, and, if so, that it will amend such ordinances and keep it in full force and effect to allow use by bicycles.
- C. Enact no ordinance which prohibits the use of bicycles on the facility constructed as the PROJECT.
- D. Enforce Act 300 P.A. 1949 (MCLA 257.660) with respect to bicycles on the roadway portion of highway.

4. The AGENCY agrees not to rent or sublease the facility constructed as the PROJECT.

5. Upon completion of the PROJECT, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT as a non-motorized facility. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline right of way. As built plans will be provided to the Brighton Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline right of way boundaries will be kept in good condition, both as to safety and appearance. The AGENCY shall maintain the PROJECT in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and right of way. The AGENCY will obtain a permit from the DEPARTMENT for any future maintenance work within the trunkline right-of-way.

- B. In the event that the AGENCY fails in its maintenance obligations, the DEPARTMENT at its discretion, at the AGENCY'S sole cost, may enter said ROW and perform such work as may be necessary to assure compliance with the above or terminate this Contract.
- C. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve the AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- D. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.
- E. The AGENCY shall be responsible for ensuring the safety and security of the users of the PROJECT location, and to maintain the PROJECT location in a safe operating condition.

6. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

7. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the right of way for the PROJECT unless specified herein or approved by the DEPARTMENT.

8. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

9. It is expressly understood that use of the Trunkline right of way is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT

that such right of way is required for the construction, operation, and/or maintenance of any present or proposed Trunkline or Trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT can be removed without reimbursement to the AGENCY.

10. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

11. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility companies when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline right of way and Trunkline facility.

12. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT right of way, other than as a non-motorized pedestrian facility, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

13. Each party to this Contract shall remain responsible for any claims arising out of their own acts and/or performance of this Contract, as provided by law. This Contract is not intended to increase either party's liability for, or immunity from, tort claims. This Contract is not intended nor shall it be interpreted as giving either party a right of indemnification, either by contract or at law, for claims arising out of the performance of the Contract.

14. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

WASHTENAW COUNTY
PARKS AND RECREATION
COMMISSION

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director, MDOT

By _____
Title:





Washtenaw County Parks and Recreation Commission

Washtenaw County Parks & Recreation Commission

Resolution Certification

Project Name: Border to Border Trail Segment DAA3: Zeeb Road to Delhi Metropark

Office of Rail Tracking: 21-59

Mile Post: 43 to 44, Scio Township, MI

Whereas, that upon the recommendation of the Washtenaw County Parks & Recreation Commission (WCPARC) staff, the Commission hereby authorizes execution of an agreement between the Michigan Department of Transportation and WCPARC for the construction of this important trail project, and

Whereas, Coy Vaughn, Director, is authorized to sign said contract

Moved...

Based upon staff review of maintenance requirements that are associated with grant funding and this agreement, and contingent upon final acceptance of the documents by legal counsel, it is staff's recommendation that the Commission authorize execution of the necessary permits, easements, and maintenance agreements in the name of Washtenaw County Parks & Recreation Commission for the above referenced project.

Voice Vote: Yeas: Nays: Absent: Abstain: Motion:

I hereby certify that the foregoing motion was duly adopted at a meeting of the Washtenaw County Parks & Recreation Commission held on February 8, 2022 and is on file at the Administrative Office of the Washtenaw County Parks & Recreation Commission, 2230 Platt Road, Ann Arbor, MI 48107

Coy P. Vaughn, Director

**MICHIGAN DEPARTMENT OF TRANSPORTATION
MDOT RAIL CORRIDOR CONSTRUCTION & OCCUPANCY PERMIT**

The Michigan Department of Transportation, hereinafter referred to as MDOT, grants permission to Washtenaw County Parks and Recreation Commission, hereinafter referred to as the PERMITTEE, to use the MDOT rail corridor from Milepost 43 (Huron River Bridge, west of Delhi) to Milepost 44 (Zeeb Road), Scio Township, Washtenaw County for the purpose of a 10ft wide, asphalt non-motorized pathway with a 200ft span bridge (segment D3) (FACILITY), as described in the attached application and plans, which are made part of this Occupancy Permit (PERMIT), subject to the following terms and conditions:

1. The FACILITY is constructed as described in the attached application and plans, and in compliance with applicable standards and specifications provided by MDOT and/or the operating railroad.
2. The PERMITTEE, or its contractor, must notify Amtrak at (517) 581-3515 at least five (5) working days before entering onto the PROPERTY for construction. The PERMITTEE will be responsible for the operating railroad's flagging and/or inspection costs.
3. The PROPERTY may contain conflicting utilities. The PERMITTEE, or its contractor, shall exercise caution in the performance of any construction to protect existing utilities and shall contact MISS DIG System to locate existing utilities, at least three (3) working days before any excavation. Note that there may be other utilities in the area that are not included in MISS DIG System. The PERMITTEE is responsible for coordinating with the operating railroad to protect any railroad utilities, like active warning devices at railroad crossings, and, when near a roadway, with the local road authority on their respective utilities, like traffic signals. The PERMITTEE will be responsible for any damage to such located existing utilities caused by the construction of this FACILITY.
4. The PERMITTEE will remain responsible for any and all claims arising out of its own acts and/or omissions during the term of this PERMIT, as provided by this PERMIT or by law. This PERMIT is not intended to increase or decrease the PERMITTEE'S liability for, or immunity from, tort claims.
5. The PERMITTEE is solely and fully responsible for all activities undertaken pursuant to this PERMIT. Any and all actions by MDOT, the operating railroads and/or their contractors, including but not limited to, engineering review, permit issuance and inspection shall not be construed as a warranty or an assumption of liability by MDOT. Any and all action by MDOT, the operating railroad and/or their contractors relative to this PERMIT are undertaken for the sole use and information of MDOT.
6. The PERMITTEE shall maintain the insurance policies as specified in the application for the duration of the construction.
7. A copy of this PERMIT and proof of insurance must be on site during construction; failure to comply will be treated as trespassing.

8. The construction, operation and routine maintenance of the FACILITY covered by this PERMIT shall be performed without cost to MDOT and/or the operating railroad unless specified herein or by the Railroad Code of 1993, as amended. Nothing in this section relieves the PERMITTEE from obtaining permits for maintenance of the FACILITY from MDOT.
9. Nothing in this PERMIT shall be construed to grant any rights whatsoever to any public or private utilities, except as to the consent herein specifically given, nor to impair any existing rights granted in accordance with the constitution or laws of the State of Michigan.
10. Issuance of this PERMIT does not relieve PERMITTEE from complying with any and all requirements of federal, state and/or local laws, rules and/or regulations related to the permitted FACILITY and/or related activities. The PERMITTEE shall be responsible for securing any other permits and/or permission necessary and/or required by law including from cities, villages, townships, corporations or individuals for the hereby permitted FACILITY and/or related activities.
11. It is expressly understood and agreed that the PERMITTEE shall take no action or conduct which arises either directly, or indirectly out of its obligations, responsibilities, and duties under this PERMIT, which results in claims being asserted against or judgments being imposed against the State of Michigan, the State Transportation Commission, MDOT, and/or the operating railroad, a right to seek and obtain necessary relief or remedy, including a judgment for monetary damages.
12. If the FACILITY is not constructed on the property within one year of the PERMIT'S issuance, this PERMIT will automatically expire, unless an extension is requested by the PERMITTEE at least thirty (30) days prior to the expiration and granted by MDOT.
13. This PERMIT is not assignable or transferable unless specifically agreed to by MDOT in writing.
14. The PERMIT is valid for the life of the FACILITY when the FACILITY is constructed within one year of the PERMIT'S issuance, PERMIT is on file with MDOT, and the obligations specified herein are met by PERMITTEE.
15. The FACILITY shall be maintained in a manner which will not impair safe operations of the railroad. Any signage, drainage and positive separation must be maintained by the PERMITTEE in accordance with its submitted maintenance plan, which is attached and is made part of this PERMIT. Failure of the PERMITTEE to maintain the FACILITY located in the MDOT right-of-way so as not to interfere with railroad operation or property maintenance may result in revocation of the PERMIT and removal of the FACILITY at the expense of the PERMITTEE. Public crossing removal will be in accordance with the Railroad Code of 1993, as amended.
16. The PERMITTEE will be responsible for the cost of restoration of the property as determined by MDOT to be damaged by the FACILITY, caused by actions and/or inactions of the PERMITTEE. In the event of damage to the track structure by the PERMITTEE, all track restoration work will be performed by the operating railroad, unless otherwise authorized by MDOT or the operating railroad, at the sole cost and expense of the PERMITTEE.

17. MDOT nor the operating railroad(s), and/or their contractors, will be responsible and/or liable for any damage to the FACILITY, unless otherwise specified by the Railroad Code of 1993, as amended. In some instances, MDOT, the operating railroad(s), and/or their contractors may need to access the right-of-way with vehicles and/or equipment along and/or over the FACILITY, which may temporarily interfere with or cause to cease the operations of the FACILITY and/or cause damage to portions of the FACILITY. In such instances, MDOT nor the operating railroad(s), and or their contractors, will be responsible and/or liable for the impact to the operations of and/or damage to the FACILITY. As much as practicable, MDOT, the operating railroad(s), and/or their contractors will attempt to avoid unnecessary conflicts with the FACILITY.
18. In cases of disaster or emergency, when the FACILITY is damaged and presents a danger to railroad operations and/or the property, the nearest police authority, the operating railroad and MDOT’S Office of Rail should be notified as soon as possible.
19. Upon the removal or abandonment of the FACILITY, the PERMITTEE must remove the FACILITY from MDOT right-of-way or, with approval from MDOT, abandon in place in a satisfactory manner. The property must be restored to the satisfaction of MDOT.
20. Any proposed change or alteration to the FACILITY or its intended use requires MDOT pre-approval and may require a new PERMIT and submission of revised plans.
21. The PERMITTEE, upon request of MDOT, shall immediately remove, cease operations, and surrender this PERMIT, or alter or relocate, the FACILITY for which this PERMIT is granted, unless otherwise specified by the Railroad Code of 1993, as amended. Upon failure to do so, MDOT may take any necessary action to protect the right-of-way and the PERMITTEE shall reimburse MDOT for its cost in doing same. The PERMITTEE expressly waives any right to claim damages or compensation in the event this PERMIT is revoked.

Please sign and return to:
Michigan Department of Transportation
Office of Rail
425 West Ottawa Street
PO Box 30050
Lansing, Michigan 48909

_____ PERMITTEE	_____ Title	_____ Acceptance Date
_____ MDOT	_____ Title	_____ Issuance Date

Permit is only valid with MDOT signature.