

**REQUEST FOR PROPOSAL
GREENBELT AND PARKLAND ACQUISITION
PROGRAM ADMINISTRATION
CONSULTING SERVICES**

RFP - 842



**PROPOSAL DUE: November 28, 2012
BY: 10:00 AM**

ISSUED BY:

Procurement Unit
City of Ann Arbor
301 E. Huron St
Ann Arbor, Michigan 48107

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**SECTION 1
GENERAL INFORMATION AND INSTRUCTIONS**

General

Work to be done under this Contract is generally described in the Scope of Services and proposals must be submitted in accordance with the specifications in the document. Any proposal that does not conform fully to these instructions may be rejected.

Purpose

The City of Ann Arbor is seeking the services of an agency (firm, nonprofit organization, private agency) in connection with the administration of the City's Greenbelt District and Parkland Acquisition Program. The Greenbelt and Parkland Acquisition Administration Consultant hired will provide oversight and administration of the Open Space and Parkland Preservation Millage Program and is responsible for handling all of the work related to acquisitions within the Greenbelt District and parkland acquisitions for the City, excluding any administrative or negotiation authority to be retained in-house by the City at the discretion of the Community Services Area Administrator and the City Attorney. The City is seeking these services for a period of eighteen months, with the City reserving an option to extend the contract term for up to two additional one-year periods. This consultant will coordinate work with the Greenbelt Advisory Commission, a recommending body to City Council, and the Land Acquisition Committee of the Park Advisory Commission, a recommending body to City Council. The consultant will also assist City staff, when requested in other land ownership related administrative tasks such as solicitation of appraisal, survey and environmental assessment services, easements and acquisitions related to parkland. The Community Services Area Administrator will oversee the direction and quality of work of this consultant.

Term

The term of the contract shall be eighteen (18) months with the option to renew two (2) additional one (1) year terms on an annual basis per City's discretion.

Continuation of this contract after FY2013 is subject to the availability of funding in the approved budget.

Questions

Should any prospective Submitter be in doubt as to the true meaning of any portion of this RFP, or should the Submitter find any ambiguity, inconsistency, or omission therein, the Submitter shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Sumedh Bahl
Community Services Area Administrator
Email: sbahl@a2gov.org

Questions must be submitted no later than November 16, 2012, 5:00 p.m. Any oral responses to any questions shall be unofficial and not binding on the City of Ann Arbor. The City's staff will make such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, only as an RFP addendum. Staff will mail or deliver addendums to each prospective Submitter recorded as having received a copy of the RFP. Any addendum issued by the City shall become a part of the RFP. Submitters should consider issued addendums in preparing his or her proposal.

Mandatory Pre-Proposal Meeting

A Mandatory pre-proposal meeting will be held on November 13, 2012, at 8:00 a.m., 1st Floor, South Conference Room, City Hall, 301 E Huron St, Ann Arbor, MI, 48107.

An agency may not bring more than two persons to the pre-proposal meeting. It is strongly suggested that one of the two persons in attendance for an agency be the intended primary contact for the agency if the contract is awarded to that agency.

The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

Failure to attend the meeting and sign the ITB sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid. Any bid submitted by a party not attending and signing the roster at the pre-bid meeting will not be opened or considered.

Sealed Proposal Submission

All Proposals are due and must be delivered to the City Procurement Unit on or before **November 28, 2012** by **10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder **must submit in a sealed envelope one (1) original Proposal, four (4) additional Proposal copies and within a separate sealed envelope two (2) copies of the Fee Proposal (marked fee proposal)**. Proposal submitted must be clearly marked: RFP 842 Greenbelt and Parkland Acquisition program and then list Bidders name and address. Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered. Hand delivered Proposals should be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Bidder is responsible for submission of their Proposal. Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Proposal Format

Proposals must be submitted in the proposal format required. The information included therein should be as concise as possible. To be considered each agency must submit a complete response to this RFP using the format found in Section 3 of this RFP. No other distribution of the proposals is to be made by the submitter. Appendix A of this RFP, Legal Status of Proposer and Contract Compliance Form must be completed and returned with the proposal. An official authorized to bind the submitter to its proposal provisions must sign each proposal copy in ink.

Submitters that include a Fee Proposal with their Proposal shall be disqualified.

Submitters agree to honor their proposal for a period of one hundred twenty (120) days from the proposal due date. All proposals become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

The City accepts no financial responsibility for costs incurred by any Submitter in responding to this RFP. By responding to this RFP the Submitter agrees to hold the City harmless in connection with the release of any information contained in its proposal.

Addendum

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted on A2gov.org at the Purchasing site and on MITN.info and it shall be the bidder's responsibility to ensure they have received all addendums before submitting a bid. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal. The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Disclosures

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a submitter's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

Contract for Services

The Submitter selected to do business with the City of Ann Arbor will be required to execute the standard Agreement with the City (a specimen copy is included with this RFP as Appendix B). The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The Submitter selected to provide the system and services requested under this RFP will be required to execute the contract shown in Appendix B within fifteen (15) days of the award of the contract and provide proof of insurance in accordance with the contract terms.

Rights in Data and Documents – City of Ann Arbor Ownership

Any research, reports, data, photographs, negatives or other documents, drawing or materials prepared by the successful Submitter in performance of its obligations under this contract shall be the exclusive property of the City of Ann Arbor and all such materials shall be delivered to the City of Ann Arbor upon completion, termination or cancellation of the contract. The selected Submitter shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of its obligations under the contract without the prior written consent of the City of Ann Arbor.

Proposal Submission, Evaluation and Award Schedule

Date	Activity
11-08-12	RFP Issued
11-13-12, 8:00 a.m.	Pre-Proposal Meeting
11-28-12, 10:00 a.m.	RFP Response deadline
Week of December 3, 2012	RFP Evaluation Begins
Week of December 3, 2012 and December 10, 2012	RFP Interviews
January 7, 2013	Selection Recommendation Presented by City Community Services Area Administrator
January 2013	Agency Approved by City Council Agency Services Start Date

The above schedule is subject to change at the City's discretion.

Non-Discrimination By City Contractors

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 Procurement Unit prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

Living Wage Requirements

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

Proposal Protest

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Document Order

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a documented listed later.

Contract and Exhibits; (2) Proposal; (3) RFP

Independent Cost Determination

1. By submission of a proposal, the Submitter certifies in connection with this proposal: (a) It has arrived at the costs in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor; (b) Unless otherwise required by law, the costs which have been quoted in the proposal have not been knowingly disclosed by the Submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective Submitter or to any competitor.; and (c) No attempt has been made or shall be made by the proposal Submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that he/she is the person in the proposal Submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.
3. A proposal will not be considered for award if the sense of the statement required in the Cost Analysis portion of the proposal has been altered so as to delete or modify 1(a)-(c) above. If 1(b) has been modified or deleted, the proposal will not be considered for award unless the Submitter furnishes with the proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and the City determines that such disclosure was not made for the purpose of restricting competition.

SECTION 2 PROPOSAL SCOPE OF WORK

Background

In November 2003, City of Ann Arbor voters approved a ballot proposal commonly known as the Parks and Greenbelt Ballot Proposal. The purpose of the ballot proposal is to provide funds to preserve and protect open space, natural habitats, and the city's source waters inside and outside the city limits. The voters authorized a one-half mill tax for 30 years, to replace the existing Land Acquisition Millage of .5 mill that expired in 2004, which raised approximately \$1,917,500 in the first year of the levy to provide funds for preservation and protection of parkland, open space, natural habitats, and city sourcewaters by the acquisition and management of land and land rights within and outside the City of Ann Arbor. The Park Advisory Commission provides recommendations to City Council on purchases or leases of land for City parks within the City of Ann Arbor and the Greenbelt District. The Greenbelt Advisory Commission provides recommendations to City Council on purchases of development rights and open space preserved within the Greenbelt District outside the City limits.

On May 3, 2004, the Ann Arbor City Council adopted Chapter 42, "Open Space and Parkland Preservation," of the Ann Arbor City Code. The Chapter establishes and defines a Greenbelt District and the criteria and selection process for purchase of development rights (PDR) and other property rights within the District, specifically:

1. Only land voluntarily offered by the owner will be considered.
2. Millage revenues may be used for bond payments for timely land rights acquisitions.
3. Whenever possible, purchases of land, land rights, and conservation easements outside the city limits will be achieved using all available funding sources including: joint purchase agreements with owners, townships, cities and county; state and federal grants; land conservancies and trusts.
4. Greenbelt acquisitions that fulfill the following criteria will be preferred
 - a. Purchases where the City's cost does not exceed 1/3 of the appraised land value;
 - b. Purchases that partner with a township or other governmental agency;
 - c. Conservation easements are preferred to outright purchase;
 - d. Purchases with matching state or federal grants;
 - e. Proximity to the city limits;
 - f. Desirable characteristics of the property (natural beauty, species diversity, age of trees, presence of streams and wetlands, proximity to the Huron River, size);
 - g. Proximity to other protected lands;
 - h. Current or projected future use of adjacent property;
 - i. Management proposals that incorporate joint agreements with purchase partners.

Chapter 42 of the City Code also established a nine member Greenbelt Advisory Commission, their power and duties and the relationship between the role of the Greenbelt Advisory Commission and the previously established Parks Advisory Commission. Chapter 42 also defines how costs related to this millage are to be allocated. A copy of Chapter 42 is attached to this RFP as an Appendix.

Scope of Work

The City of Ann Arbor is seeking proposals for the oversight and administration of Greenbelt District and City parkland acquisitions for the Open Space and Parkland Preservation Millage Program. The Greenbelt District is the land area surrounding the City of Ann Arbor, as shown on the Greenbelt District map and as further described at <http://www.a2gov.org/greenbelt/Pages/greenbelthome.aspx>. Specifically, the work to be performed includes:

1. Acting as general manager of the Open Space and Parkland Preservation Millage Program and performing requisite administrative functions associated with administration of the Millage Program. Oversee and administer all phases of the land preservation program, and serve as liaison and staff to the Greenbelt Advisory Commission and the Land Acquisition Committee of the Park Advisory Commission on land acquisition processes and procedures.
2. Coordinating acquisition process with Community Services Area Administrator and the City Attorney's Office to ensure compliance with City requirements and all other funding requirements.
3. Coordinating and performing outreach activities to initiate contact with potential Greenbelt District and City parkland participants in the Open Space and Parkland Preservation Millage program, including, but not limited to mailing and direct contact to potential applicants ;convene and make presentations at public meetings, "open houses", to acquaint farmers and landowners with the program; make presentations to townships and other municipal entities on the aims and policies of the Open Space and Parkland Preservation Millage program, as needed, and establish landowner contacts for potential future applicants, via a Landowner Registry Program, or other similar program.
4. Working with the Greenbelt Advisory Commission and the Land Acquisition Committee of the Park Advisory Commission to identify and focus key objectives for acquisition of property rights and purchase of land under the City's program.
5. Administering the acquisition process: evaluating properties following the guidelines and criteria generated by the City Council, Greenbelt Advisory Commission, and Land Acquisition Committee of the Park Advisory Commission; coordinating City staff recommendation of properties for acquisition to share with Greenbelt Advisory Commission and Land Acquisition Committee; coordination of the appraisal process, surveying, geotechnical studies and inventory of existing natural and cultural resources (including but not limited to vegetation, soils, hydrology, field tiles and utilities); acting as or participation as part of the negotiation team in connection with the finalization of the purchase agreement after application at the discretion of the Community Services Area Administrator, as required, preparation in accordance with City purchasing ordinances and regulations of required bids for specialized services and/or work statements with outside firm(s) under contract with the City in connection with due diligence inquiries related to the acquisition of land or land rights. Preparing documentation required for Greenbelt Advisory Commission and Park Advisory Commission recommendations and City Council approvals. Coordination of real estate closing documentation and process with City Attorney's office to ensure compliance with City requirements.
6. Advising Park Advisory Commission and Greenbelt Advisory Commission on land acquisition matters.

7. Participating in and providing advice in connection with the due diligence inquiry process in accordance with City land acquisition procedures including but not limited to environmental testing, appraisals, title search, and negotiating land values.
8. Coordinating subcontractor assignments and activities including scheduling, reporting or deliverable completion to perform elements of the Open Space and Parkland Preservation Millage.
9. Providing grant-writing services and identify other funding sources as necessary.
10. Establish partnerships and successfully advocating for funding of acquisitions and land management. Work in concert with local governments and nonprofits to provide technical assistance to local governments and augment their staff in connection with securing land rights-of-way and permits, administering contract negotiation.
11. At a minimum, meeting on a monthly basis with designated staff working groups, as determined by the Community Services Area Administrator, to review the progress of the program and expedite the necessary City actions; to coordinate work with the Park Advisory Commission and Greenbelt Advisory Commission; and to make presentations to City Council, the Greenbelt Advisory Commission and Park Advisory Commission as deemed necessary.
12. Providing, at minimum, quarterly status reports.
13. Developing annual report for the program in collaboration with the Greenbelt Advisory Commission and Land Acquisition Committee of the Park Advisory Commission. (Deliverable)
14. Developing strategic plans in collaboration with the Park Advisory Commission, Greenbelt Advisory Commission and Community Services Administrator. (Deliverable)
15. Development of acquisition timelines with the Greenbelt Advisory Commission, Park Advisory Commission and Community Services Administrator to comply with funding submission deadlines. (Deliverable)
16. Representing the City of Ann Arbor and/or Community Services Area Administrator at various meetings that address land preservation and planning issues, as needed.
17. Preparing public information materials in collaboration with City's Communications staff for approval and distribution by the City and performing other activities related to the Open Space and Parkland Preservation Millage Program, as assigned by the Community Services Area Administrator.
18. Developing and submitting, after necessary approvals have been obtained, grant proposals to federal, state and other authorities to attract matching funds for acquisition program.
19. Holding kick-off meeting with staff. (Deliverable)
20. Developing and implementing education and outreach activities coordinated with the Greenbelt Advisory Commission and Park Advisory Commission. (Deliverable)
21. Establishing and maintaining a comprehensive filing system on all activities associated with this program, up to and including individual land transaction files.
22. Developing monitoring program for conservation easements purchased by the city.
23. Assist City staff when requested in other land ownership related administrative tasks such as solicitation of appraisal, survey and environmental assessment services, easements and acquisitions related to parkland.

Financial Package

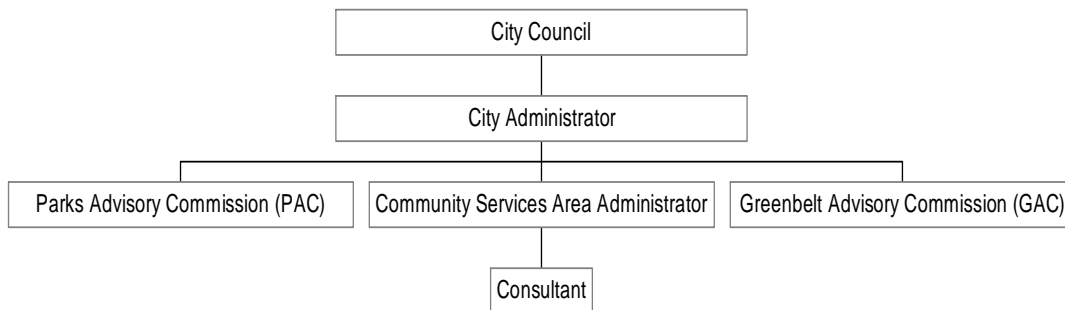
To ensure the viability of the projects, Submitters must have demonstrated, successful experience in implementing all phases of open space protection programs. The selected Proposer will be

responsible for developing purchase funding mechanisms that maximize matching funding opportunities (i.e., grants, donations, partnerships). The City will consider financial packages that provide a variety of options maximizing the funds available for land preservation while minimizing administrative costs.

Lines of Authority and Role Clarification

The Consultant will provide oversight and administration of Greenbelt District and City parkland acquisitions for the Open Space and Parkland Preservation Millage Program, including being responsible for processing all of the work related to acquisitions, excluding any administrative or negotiation authority to be retained in-house by the City at the discretion of the Community Services Area Administrator and the City Attorney. This consultant will coordinate work with the Greenbelt Advisory Commission, a recommending body to City Council, and the Land Acquisition Committee of the Park Advisory Commission. The Community Services Administrator will oversee the direction and quality of work of this consultant.

Lines of Authority Flowchart



Deliverables

In addition to the specific reports identified above. Consultant shall develop a work plan to be approved by the Contract Administrator. The work plan shall identify specific milestones and priorities for the term of the contract. The work plan should further identify coordination efforts in connection with PAC and GAC.

Consultant shall deliver the work plan to the Contract Administrator for review and approval no later than one week after the commencement date of the contract.

It is anticipated that a similar work plan will be developed for any renewal period.

City Responsibility

1. Outsourcing: It is acknowledged and agreed that the City will be responsible for the acquisition of the following services: appraisal services, title services including escrow and agency services, environmental assessment, outside legal services, including bond counsel and environmental counsel. Consultant shall provide input to the Contract Administrator and the City Attorney on the development of any request for proposal for these services and at the City's option, participation in the selection process.

2. City Resources: City agrees to provide 1 work stations at City Hall equipped with computer and computing system access, including email, GIS and internet; telephone with voice mail and copier and fax machine access. Consultant and its employees agree to comply with City security and computing policy requirements (attached as Exhibit D).
1. It is City policy to use in-house resources to the full extent possible. City employees may be assigned by the Contract Administrator to assist the Consultant in the IT, GIS or the release of public information related to the Project.

Conclusion

The Consultant shall provide oversight and administration of the Open Space and Parkland Preservation Acquisition Program and be responsible for handling all of the work related to acquisitions within the Greenbelt District and parkland acquisitions for the City, excluding any administrative or negotiation authority to be retained in-house by the City at the discretion of the Community Services Area Administrator. Specifically, the work to be performed includes but is not limited to RFP 842.

**SECTION 3
EVALUATION CRITERIA AND MINIMUM INFORMATION**

Evaluation Criteria

The initial screening evaluation will be based upon the responses to the questions outlined in these specifications. Responses to this RFP will be evaluated using a point system. Evaluation will be based on all elements of the response to proposal criteria.

Proposal Evaluation

20 points	Professional Qualifications - Preference may be given to team experience and individual team member technical experience
30 points	Past Involvement with Similar Project – verified by references
30 points	Proposed Work Plan – specifications in the RFP represent minimum performance necessary for response.
20 points	Fee Proposal

Demonstrated ability to provide the City’s minimum desired quality will be a factor in City’s evaluation of a prospective Submitter’s offer for consideration of City’s award.

Selection Process

A selection committee composed of staff from the City’s Community Services Area and members of the Greenbelt Advisory Commission and the Land Acquisition Committee of the Park Advisory Commission will complete the evaluation.

The Selection Committee will initially evaluate responses to the RFP to decide which Submitter(s), if any, they will interview. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Submitter(s) selected will be opened and reviewed before the interview(s). The selected Submitter(s) will have the opportunity to discuss in more detail their qualifications, their experience and fee proposal during the interview process.

The City reserves the right to not consider any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the proposers. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

The Committee then may schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, and proposed work plan. The interview shall consist of a presentation of not more than twenty (20) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by up to forty (40) minutes of questions and answers. Audiovisual aids may be used by the Proposer during the oral interviews.

The firm will be re-evaluated by the above criteria after the interview. After evaluation of the fee proposals, further negotiation with the selected candidate firm will be pursued leading to a recommendation to City Council for the award of a contract.

Proposal Format

Proposals should be submitted using the following format:

Section 1: Proposal Statement (format attached – Appendix A)

Section 2: Overview of the Agency, its services and Professional Qualifications – The section should give a summary of the agency’s history, experience and qualifications, including years in business, locations, size, growth, and financial stability.

Section 3: Past Involvement with Similar Projects

Section 4: Proposed Work Plan: This section should detail the implementation plan for providing services and describe the proposed support/management plan for Greenbelt District PDR/property rights acquired by the City and City parkland acquisitions. Response should be developed incorporating all scope of service components of the Technical Requirements.

Section 5: References

Section 6: Appendices

Section 7: Cost Proposal (separately submitted in sealed and marked envelope)

Proposals are to be kept within 25 pages. To be considered responsive to this RFP, a prospective Submitter must provide all of the information requested. The specifications within the RFP represent the minimum performance necessary for response.

The City of Ann Arbor does expect that the selected consultant to have a dedicated employee team for our program. The purpose of this request is to make sure the agency chosen will dedicate specific employees to our program, make it easy for the City and involved parties to have a specific contact and provide a continuous level of service expected of a professional handling these types of transactions.

Minimum Information Required

The following Section describes the minimum information that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of a proposal.

Section 2: Overview of Agency and Professional Qualifications - 20 points

2. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is qualified to do business.
3. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to

the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel.

Identify Microsoft Office competencies.

Identify Geographic Information System (GIS) competencies. GIS competencies required. ESRI software competency preferred.

Identify any subcontractor relationships necessary or appropriate to perform your proposed work plan. The use of any of these firms may be a separate election by the City unrelated to the selection of the Consultant.

Note: The City may elect to directly contract with related service providers such as appraisers, surveyors and title companies.

3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.
4. Please provide 3 years of audited financial statements.

Section 3: Past Involvement with Similar Projects - 30 points

1. The written proposal must include a list and description of specific experiences in this area that indicate proven ability in developing test and promotional processes similar in nature, and the ability to complete similar projects maximizing the funds for land preservation.
2. State history of the firm, in terms of types of financial arrangements that have been used to provide land preservation services, including joint purchase agreements with owners, townships, cities and county; state and federal grants; land conservancies and trusts.

Section 4: Proposed Work Plan - 30 points

1. A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task and your staff person completing the project task. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.
2. The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
3. Also include in the work plan proposed steps, if any, to expedite completion of the individual tasks within the project. This will be given due consideration during evaluation of proposals.

4. Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

Section 5: References

Each Submitter shall submit a list of four (4) references of agencies to which they have provided similar services. Two of the references must be governmental or other public corporations. Reference must include a point of contact (POC) and a telephone number where the POC can be contacted. The reference list shall also include the dates for which the Submitter provided service.

Section 6: Appendices

Appendix A (Proposal Statement) must be completed and returned with the proposal. Appendix C (Contract Compliance and Living Wage Forms) should be submitted with Proposal, in the event they are not turned in the submitter will have 24 hours to turn in forms upon request. These elements should be included as attachments to the proposal submission.

Section 7: Fee Proposal - 20 points

1. Fee quotations shall be submitted in a separate sealed envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. The fee quotation needs be inclusive of three consecutive one-year periods. The Consultants selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

If additional or supplemental charges are to be assessed for any service required by the scope of service list them. The proposal of additional “no cost” services is welcome. However, those services should be described adequately.

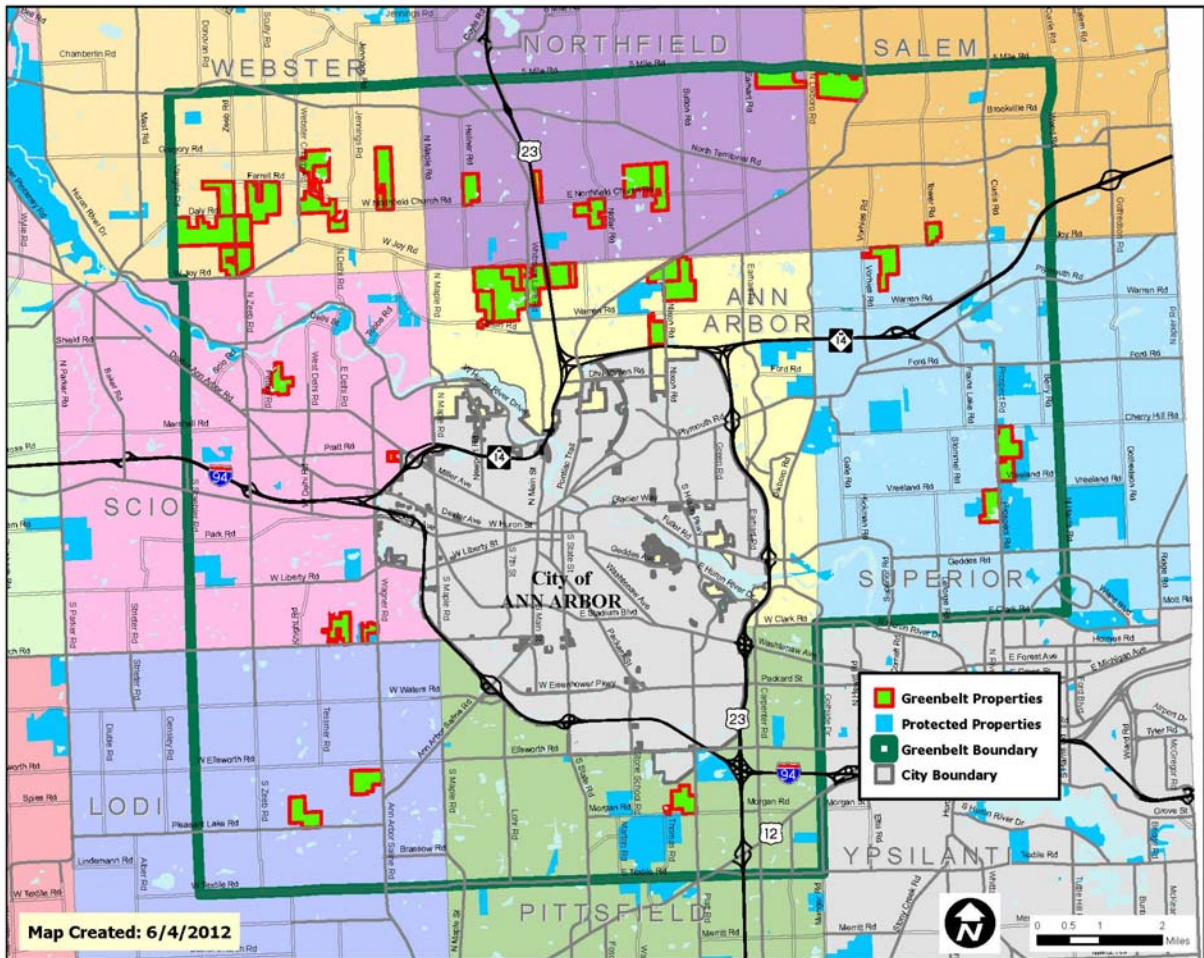
2. The fee proposed must include the total estimated cost for the project. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. Identify a proposed payment method. The agency is encouraged to offer a quarterly billing cycle.
3. Fee proposals will only be opened for the formal interview, at which time the proposed fees will also be discussed.

SECTION 4

EXHIBIT A SCOPE OF SERVICES

NOTE: Specific work tasks will be finalized and incorporated in the contract based on the proposal submitted and accepted, whether in whole or in part, by the City at the time of the selection of the Consultant. It is anticipated that a similar work plan will be developed for any renewal period.

EXHIBIT A-1 GREENBELT DISTRICT MAP



**EXHIBIT B
COMPENSATION PROPOSAL**

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below states nature and amount of compensation the Contractor may charge the City:

- A. Fee Schedule. Contractor's Cost Proposal, dated _____, 20__, which is incorporated here by reference (*as stated OR with the following exceptions*) establishes the payment amount and schedule for payment (e.g. monthly, quarterly, flat fee). Total compensation to be paid to Contractor for Services under this Agreement shall not exceed _____ dollars (\$_____)

- B. Reimbursable Expenses. Reimbursable Expenses are defined as those expenses necessary and authorized by the City to perform the Services at actual costs. The following expenses are authorized: (*identify expenses OR if none are authorized or if fee is inclusive of expenses indicate here*).

PROVIDE EXHIBIT B IN A SEPARATE SEALED ENVELOPE CONTAINED WITHIN YOUR SEALED PROPOSAL ENVELOPE.

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Professional Liability Insurance OR Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

**EXHIBIT D - SAMPLE
COMPUTER USE STATEMENT**

**CITY CONTRACTOR
COMPUTING SYSTEMS' USER STATEMENT**

Contracts for services that require access to the City's computer systems, in whole or in part, in connection with the provisions of services may include a provision requiring the Contractor, and/or its designated personnel, to execute a City Computing Systems' User *Acknowledgement of Conditions of Use* and comply, to the extent applicable, to the requirements of APR #414. Failure to complete this statement may, at the City's option, constitute a breach of contract and termination of services.

A copy of the completed *Acknowledgement* will be maintained as part of the contract documents and the Service Area Contract Administrator shall ensure that a statement for each Contractor's personnel having access to the City's computer systems is completed and retained as part of the contract documents. Information Technology Services (ITS) shall verify that each new user completing a request for computer access has received a copy of APR #414 and completed a City Computing Systems' User *Acknowledgement of Conditions of Use* at the time the connection to the City's system is requested.

ACKNOWLEDGEMENT OF CONDITIONS OF USE

I am an employee of _____ and have been assigned to perform certain services under a contract with the City of Ann Arbor, dated _____, 200_, which require access to/use of the City of Ann Arbor's current computing systems.

I hereby acknowledge that I have received a copy of the City of Ann Arbor Computing Systems' Use Policy. I have read and understand all the provisions specified in this policy and will adhere to them in my use of the City's computing systems.

I further acknowledge that during and after the above referenced contract with the City of Ann Arbor that I will not and have no authority to use or disclose to any third party any information relating to the computer systems of the City without written consent of the City.

User Signature: _____ Date: _____

Print Name: _____

Job Title: _____

Company: _____

Witnessed by: _____ Date: _____

**APPENDIX A
PROPOSAL STATEMENT**

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same Contract; that the undersigned has carefully read and examined the "Request for Proposal" documents, including Human Rights Division Contract Compliance Forms, Instructions Proposal, Contract, Scope of Services, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. Further, the undersigned declares that it has extensive experience in successfully providing the administrative services required under the specifications of this Request for Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Proposal is based solely upon the undersigned's own independent business judgment.

The undersigned declares that it has become fully familiar with the provisions of Chapter 23 (Living Wage) and Chapter 112 (Nondiscrimination) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the nondiscrimination, wage and reporting requirements stated in the City Code provisions cited.

If the City accepts this Proposal and the undersigned fails to contract and furnish the required insurance documentation within 15 days after being notified of the acceptance of its Proposal, then the undersigned shall be considered to have abandoned the Contract.

In submitting this Proposal, it is understood that the right is reserved by the City to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the award in any manner the City believes to be in its best interest.

COMPANY NAME: * _____

STREET/P. O. BOX: _____

CITY, STATE, AND ZIP CODE: _____

DATE: _____ TELEPHONE: _____ EMAIL _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

* NOTE: If the PROPOSER is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If PROPOSER is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If PROPOSER is an individual, his signature shall be placed above.

*NOTE: Interested Organizations may establish a partnership of more than one Conservation Organization to provide the services identified in the Scope of Services.

**APPENDIX B
SPECIMEN STANDARD CITY CONTRACT**

The following attachment is a specimen contract agreement for the services identified in this Request for Proposal. The Selected Submitter will be required to execute a contract containing the terms and conditions of the specimen contract except where noted in the proposal. No changes, modifications, alteration or deletions to the terms and conditions of the specimen contract will be accepted.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City"), and _____ ("Contractor") a(n) _____

(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____

agree as follows on this _____ day of _____, 20__.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project Name; File and Subfile No.

II. DURATION

This Agreement shall become effective on _____, 20__, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Contractor agrees to provide _____ services ("Services") in
Type of Services
connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed _____.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and

the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to have resulted from any acts or omissions by the Contractor or its employees and agents occurring in the performance of or in breach of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement with any competitor for these Services, for the purpose of restricting competition as to any matter relating to such fees; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

VIII. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

IX. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

X. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for work performed and authorized pursuant to this Agreement.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

XI. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
- C. The following provision(s) shall survive the termination of this Agreement: Article V.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron
Ann Arbor, Michigan 48107
Attn: Community Services Area Administrator

XIII. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a

deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVI. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR CONTRACTOR

By _____

Its:

FOR THE CITY OF ANN ARBOR

By _____

By _____

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Sumedh Bahl,
Community Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

APPENDIX C
CONTRACT COMPLIANCE AND LIVING WAGE FORMS

City of Ann Arbor Procurement Office
INSTRUCTIONS FOR CONTRACTORS
For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

HUMAN RIGHTS COMPLIANCE FORMS

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)**

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	TOTAL COLUMNS A-L
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____
 - OR**
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address, City, State, Zip

Signature of Authorized Representative Date

Phone (area code)

Type or Print Name and Title

Email address

Questions about this form? Please contact:
Procurement Office City of Ann Arbor at: 734-794-6576

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

For Additional Information or to File a Complaint Contact:

**Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org**

The Law Requires Employers to Display This Poster Where Employees
Can Readily See It.

APPENDIX D

Chapter 42 OPEN SPACE AND PARKLAND PRESERVATION*

3:60. - Title.

This chapter shall be known as the "Open Space and Parkland Preservation Ordinance" of the City of Ann Arbor.

(Ord. No. 17-04, § 1, 5-3-04)

3:61. - Purpose and findings

The purpose of this chapter is to preserve and protect open space, natural habitats, parkland and the City's source waters inside and outside the City limits for benefit of residents of the City of Ann Arbor and in cooperation with the greater Ann Arbor community.

The City Council finds:

(1)

The City of Ann Arbor is a desirable place to live, work and visit in large part due to the presence of farmland and other open space lands within the City and without in the surrounding communities.

(2)

The surrounding communities continue to experience substantial residential development pressure because of the social, cultural and education benefits of their proximity to the City of Ann Arbor and other urbanized areas of southeast Michigan.

(3)

Uncoordinated development in the areas around Ann Arbor has affected and may continue to adversely affect the quality of life in Ann Arbor leading to fragmented open space and wildlife habitat; loss of productive farmland and forestland; destruction of rural beauty which is part of the natural historic character of the Ann Arbor community; decline in water quality and the loss of wetlands; increased auto dependency, fuel consumption, traffic congestion and air pollution; relocation of jobs to peripheral area; excessive public costs for roads and utility infrastructure, new and extensions, to dispersed development.

(4)

The conversion of farmland, open space and wetlands to residential or other more developed uses, whether because of its greater market value as residential development property or for other business reasons, is made at

the expense of a critical community resource being permanently lost to community residents.

(5)

The City of Ann Arbor adoption of Ordinance No. 37-94, Natural Features Open Space, and Ordinance No. 49-94, Wetlands Preservation Ordinance, and related zoning and planning ordinances for the protection and preservation of open space and wetlands are not sufficient safeguards against the continuing growth and development of residential and commercial uses within and surrounding the City of Ann Arbor.

(6)

The permanent acquisition by the City of Ann Arbor of voluntarily offered interests in farmland, open space, wetlands and other property outside the City, as provided in this chapter and as authorized by the statutes of the State of Michigan will permit these lands to remain as farmland or otherwise in their current natural state near developing urban areas and provide long-term protection for the public interest in preservation and management of the land.

(7)

The continuation of the permanent acquisition of parkland within the City of Ann Arbor and its acquisition of farmland, open space, wetlands and other property in the surrounding communities enhances the Ann Arbor community.

(8)

Michigan Public Act 262 of 2000 created an agricultural preservation fund with the State Treasury. Money in this fund may be used to provide grants to local units of government to assist in acquiring agricultural conservation easements provided that the local unit has adopted an ordinance for the purchase of development rights and that the local unit has a comprehensive land use plan that includes a plan for agricultural preservation. Acceptable plans for agricultural preservation can include provisions for uses that allow agriculture and open space designations that allow agriculture.

(9)

The voters of the City of Ann Arbor have approved a charter amendment to authorize a one-half mill tax for 30 years to provide funds for preservation and protection of parkland, open space, natural habitats and City sourcewaters by the acquisition and management of land and land rights both within and outside the City of Ann Arbor.

(10)

It is the policy of the City of Ann Arbor to protect, preserve and enhance farmland and open space lands through its ordinances, the authority granted it by the Farmland and Open Space Preservation Act (MCL 324.36101 et

seq.), the Conservation and Historic Preservation Easement Act (MCL 324.2140 et seq.) and other state and City ordinances and the use of grants, donations and other available fund sources.

(11)

The acquisition of land and land rights as provided in this chapter is a public purpose of the City of Ann Arbor.

(Ord. No. 17-04, § 1, 5-3-04)

3:62. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings described in this section unless the context in which they are used specifically indicates otherwise:

(1)

Agricultural rights means an interest in and the right to use and possess land for the purposes and activities related to open space, natural habitat, horticultural and other agricultural use or open space character.

(2)

Agricultural use means substantially undeveloped land devoted to the production of plants and animals useful to humans, including fruits, nuts, vegetables, greenhouse plants, berries, herbs, flowers, seeds, nursery stock, grasses, Christmas trees and lumber, forages and sod crops, grains and feed crops, dairy and dairy products, livestock (including breeding and grazing), poultry and poultry products and other similar uses and activities.

(3)

Application means the documentation and information submitted to the city by a landowner on the approved application form offering to sell, donate or otherwise grant to the city a conservation easement, development rights or title to greenbelt district land.

(4)

City means the City of Ann Arbor.

(5)

Code means the Ann Arbor City Code.

(6)

Conservation easement means a non-possessory interest in real property, which is acquired in accordance with MCL 324.2140 et seq. for the purpose of retaining and enhancing agriculture, preserving natural, scenic or open space values of real property; restricting or preventing the development or improvement of the land for purposes other than agricultural production; or other like or similar purposes.

(7)

Development means an activity that materially alters or affects the existing conditions or use of any land in a manner that is inconsistent with agricultural use or open space character.

(8)

Development rights means an interest in and the right to use, divide or subdivide land for any and all residential, office, commercial, research, industrial, or other use, purposes or activities including intensive animal husbandry operations, not incident to agricultural use or open space character.

(9)

Other eligible land means land that has a common property line with agricultural land from which development rights have been purchased and that is not divided from that agricultural land by a state or federal limited access highway

(10)

Fair market value purchase means transfer of full ownership to the City based on a qualified appraisal.

(11)

Full ownership means fee simple title.

(12)

Greenbelt advisory commission means the commission formed pursuant to this chapter to advise the City Council in the selection of greenbelt district lands.

(13)

Greenbelt district is the land area surrounding the City of Ann Arbor in which the Greenbelt Advisory Commission shall exercise its powers as provided by this chapter; the boundaries of which are hereby established and traverse the following townships as follows:

a.)

Lodi Township - that portion of land located within Sections 1—4 and 9—16, and 21—24, R5E, and lying East AND WEST of Zeeb Road and North of W. TEXTILE Road.

b.)

Pittsfield Township - that portion of land located within [Section 1](#), 12—24, and to the extent not incorporated within the city, Sections 6—8, R63, and lying North of Textile Road.

c.)

Scio Township - that portion of land located within Sections 1—4, 9—16, 21—28 and 33—36, R5E, and lying west of Zeeb Road.

d.)

Ann Arbor Township - all that portion of land within Sections 1—8, 12—13, and to the extent not incorporated within the city, Sections 9—11, 14, 23—25, and 36, R6E, being all the land within the known and designated boundaries of the township.

e.)

Superior Township - that portion of land located within [Section 3](#)—10, 15—22, and [27](#)—34, R7E, and lying east of Prospect Road.

f.)

Webster Township - that portion of land located within Sections 21—28 and 33—36, R5E, and lying South of 5 Mile Road and west of Zeeb Road.

g.)

Northfield Township - that portion of land located within Sections 19—36, R6E, and lying South of 5 Mile Road.

h.)

Salem Township - that portion of land located within Sections 19—22, and [27](#)—34, R7E, and lying South of 5 Mile Road and west of Curtis Road.

and as shown on the district map which accompanies this chapter, and which, with all notations, references, and other information show thereon, shall be as much a part of this chapter as if fully described herein; and from which, applications for purchases of land and conservation easements will be considered.

(14)

Governmental agency means the United States or any agency thereof, the State of Michigan or any agency thereof or any municipal corporation.

(15)

Open space character or open space use means substantially undeveloped land devoted to (a) the maintenance or enhancement of natural processes (e.g. water quality, plant and wildlife habitat, groundwater recharge), (b) scenic enjoyment of the public or (c) otherwise satisfying the standards of sections [5:51](#) of the Code.

(16)

Owner means the individual or individuals having fee simple title to the eligible land.

(17)

Parcel means all property under a single ownership that is included in an application.

(18)

Parkland means all property undeveloped and developed dedicated for the use of the public as a park.

(19)

Parks advisory commission means the commission established by resolution of City Council to advise the City Council in the planning, selection, and management of parkland within and outside the city.

(20)

Permitted use means any use contained within a conservation easement essential to the agricultural use or which does not alter the open space character or natural features of the land.

(21)

Qualified appraisal means an appraisal done in conformance with the standards in [section 1:320](#) of the Code.

(22)

Residential development rights means the right to sell portion of a parcel, or to construct a residence and related accessory buildings such as a garage or shed on a parcel, for residential uses not related to the agricultural use, open space character or natural features of the parcel.

(23)

Substantially undeveloped land means land on which there is no more than 1 residential dwelling unit and related accessory buildings such as a garage or shed for each 40 acres of land. For parcels less than 40 acres in existence prior to the date of this chapter, and which cannot be joined to a larger contiguous parcel, substantially undeveloped land means land on which there is no more than 1 residential dwelling unit and related accessory buildings for the parcel.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 42-05, § 1, 10-17-05; Ord. No. 26-07, § 1, 8-20-07; Ord. No. 11-25, § 1, 12-5-11)

3:63. - City Council authority.

The City Council is authorized under state law and this chapter to:

(1)

Expend revenue to acquire greenbelt district land in accordance with the criteria and procedures established in this chapter. The interest acquired may either be fee title, development rights, conservation easements, or any lesser interest, easement, covenant or other contractual right pertaining to such rights. Acquisition of land and land rights may be achieved through donation, in whole or in part; or by purchase, grant, covenant or contract but only at a price that is equal to or less than the qualified appraisal. In particular, the City can acquire development rights to agricultural land and other eligible land. The revenue shall be used to acquire greenbelt district land only upon application of the owner and as authorized by this chapter.

(2)

Enter into cash purchase contracts, installment purchase contracts, cash purchase/non-cash donation agreements, bargain sale agreements or similar agreements establishing the rights and responsibilities of the City and the owner in the transfer of land, purchase of Development Rights, or the granting of Conservation Easement or other easement or covenant consistent with applicable law and this chapter.

(3)

Enter into contracts with nonprofit land trusts, legally established and in good standing, or other similarly qualified nonprofit groups to participate jointly in the acquisition, retention and management of Greenbelt District Land. and Development Rights, Conservation Easements or other easements in Greenbelt District Land.

(4)

Enter into contracts with qualified licensed professionals, nonprofit land trusts, legally established and in good standing, or other similarly qualified nonprofit groups to provide appraisal, environmental analysis and testing, acquisition evaluation and negotiation support, maintenance or other services necessary or appropriate to accomplish the purpose of this chapter.

(5)

Enter into agreements for joint acquisition, retention and management of land and development rights, conservation easements or other easements in the greenbelt district with another governmental agency to the extent permitted by law and in accordance with this chapter.

(6)

Issue bonds for the borrowing of money for any purpose within the scope of this chapter and the general powers of the City.

(7)

Finance the purchase of development rights by special assessments and the issuance of bonds secured thereby, subject to compliance with procedures for the approval and establishment of special assessment districts and the issuance of special assessment bonds contained in the City Charter, City Code and other applicable laws. Such special assessment procedures shall further be subject to the requirements that (a) there be filed with the City Council a petition containing all of the following: (i) a description of the development rights to be purchased, including a legal description of the land from which the purchase is to be made, (ii) a description of the proposed special assessment district, (iii) the signatures of the owners of at least 60% of the land area in the proposed special assessment district, and (iv) the amount and duration of the proposed special assessments, and (b) the City Council specifies how the proposed purchase of development rights will specially benefit the land in the proposed special assessment district.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 9-05, § 1, 4-4-05; Ord. No. 23-06, § 1, 5-15-06)

3:64. - Greenbelt Advisory Commission; established, membership.

(1)

The Greenbelt Advisory Commission (GAC) shall consist of 9 members nominated and approved by the City Council. In making appointments of members to GAC, the City Council shall appoint persons who have expertise or affiliation as follows:

a.

Two members chosen by City Council to serve as representatives of environmental and/or conservation groups.

b.

One member who is an agricultural landowner or operates an agricultural business.

c.

One member who is a real estate development professional.

d.

One member who is a plant or animal biologist.

e.

Three members from the public-at-large.

f.

One member of Ann Arbor City Council.

(2)

The terms of office of the first GAC appointed hereunder shall be fixed by the City Council so that the terms of 3 members will be for 1 year, 3 members for 2 years, and 3 for 3 years. After the initial GAC is formed, all members, except the City

Council member, thereafter will be appointed for 3 years. The City Council member shall be appointed for a 1-year term. A City Council member shall cease to be a member of GAC if she/he ceases to be a member of the City Council. All members of GAC shall serve without compensation. A minimum of 6 members shall be residents of the City of Ann Arbor. Appointment of nonresident members shall be in conformance with section 12.2 of the Ann Arbor City Charter.

(3)

The City Clerk shall notify City Council at least 45 days prior to the expiration date of the term of office of any person serving on GAC. The City Council shall place on the table the name of all reappointments no later than 60 days after the expiration date of the term of office.

(4)

No member shall be allowed to hold over for more than 60 days beyond the term of office fixed by ordinance whether or not a successor has been appointed, except that City Council may extend the term for a period of 60 days upon the vote of at least 6 members of City Council.

(5)

No land in which a member of the commission has an ownership or other financial interest will be considered during the tenure of that member or for a period of 1 year from the end of the member's tenure.

(6)

No member may serve more than 2 consecutive full terms after his or her initial term.

(7)

A member of GAC may be removed by a majority vote of City Council for cause.

(Ord. No. 17-04, § 1, 5-3-04)

3:65. - Greenbelt Advisory Commission; organization, powers and duties.

(1)

Organization. The Commission shall annually elect a chair. The Commission shall meet at a minimum on a quarterly basis at a date, place and time to be determined by the Commission.

A majority of members appointed to the Commission, that is five members, shall constitute a quorum. An affirmative vote of a majority of the members present shall be necessary to authorize any action by the Commission.

Consistent with this chapter and subject to City Council approval, GAC may develop by-laws and standing rules that further define the functional and procedural aspects of GAC's duties and provide for keeping a record of its proceedings.

(2)

Powers and duties. To advise and make recommendations to the City Council on land matters and enhancing public awareness, commitment and active participation in stewardship of open space, natural features, and parkland including growth and development of parks within the Greenbelt District, land and land rights acquisition, management, and disposition.

- To review and recommend to City Council applications for the purchase of Greenbelt District Land in accordance with the provisions of this chapter.
- To advise City Council on monitoring and enforcement of the terms and provisions of any development rights and/or conservation easements acquired by the City in Greenbelt District Land.
- To publish and present an annual report, which shall include a listing of all parcels of land donated or for which development rights or conservations easements or other easements were acquired, and the method of acquisition; a map showing the location of acquired lands and dates of acquisition; financial cost, and land characteristics; other parcels on which other governmental entities hold development rights or conservation easements; a listing of the number of applications made, the number of unsuccessful applications and the categorical reasons they were not accepted.
- To prepare and present to City Council and the City Administrator an annual budget for land and land rights acquisition, preservation, and management within the Greenbelt District.
- To review and recommend to City Council and the City Administrator alternate sources of funding, such as grants, gifts, endowments, etc., for land and land rights acquisition, preservation, and management.
- To work collaboratively with other City boards and commissions which have responsibilities for specific issues, including but not limited to: Planning Commission, Environmental Commission, Parks Advisory Commission.
- To hold public forums, separately or with other City boards or commissions, for the purpose of identifying needs in the community on natural lands matters.
- To meet with commissions, in other jurisdictions, and other public and private organizations to address regional and state land and land rights preservation matters.

In addition to the powers and functions herein provided, City Council may delegate to the GAC by resolution other powers and functions permitted by law concerning the acquisition of development rights.

(Ord. No. 17-04, § 1, 5-3-04)

3:66. - Parks Advisory Commission; powers and duties.

In addition to those powers and duties established by City Council, the Parks Advisory Commission shall have the ability to recommend purchase or lease of Greenbelt

District Land, provided that written confirmation has been obtained from GAC that this Land is not under consideration by GAC. PAC shall request this confirmation in writing. If a response is not received from GAC within 90 days, PAC shall be free to initiate consideration of the parcel in question for inclusion in the City Park system.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 2, 5-15-06)

3:67. - Greenbelt district land; description of greenbelt district.

Land and land rights voluntarily acquired under the provisions of this Ordinance shall include:

(1)

Land outside the incorporated boundaries of the City of Ann Arbor within the Greenbelt District; except that a parcel either dissected by the Greenbelt District boundaries, or contiguous to the Greenbelt District boundary and a parcel under the same ownership within the Greenbelt District as defined in [section 3:62](#)(13) may be acquired in its entirety in the same manner under the provisions of this Ordinance as if the parcel was within the Greenbelt District.

(2)

Nothing in this section alters or is intended to alter the designation of existing and future areas of the city under [section 5:10.1](#) of the Code as AG-agricultural-open space district.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 3, 5-15-06; Ord. No. 11-25, § 2, 12-5-11)

3:68. - Greenbelt district land; criteria for selection.

The following criteria shall be used in determining the order in which Applications will be prioritized for review and recommendation by the appropriate Commission to the City Council for acquisition:

(1)

General. The philosophy and principles of the land acquisition process for open space by which GAC will conduct its recommendation process are outlined in the finding stated in this Ordinance.

(2)

Process. GAC shall publish notice annually in a newspaper of general circulation in the City. The notice shall invite Owners that meet the primary criteria outlined below to make Application for sale of Greenbelt District Land or Development Rights, Conservation Easements or easements in Greenbelt District Land. Application materials shall be available from the City Clerk and shall include a summary of the criteria and guidelines for selection and a list of required documentation that must be attached to the Application.

Applications may be made at any time, but need not be considered until the next regular meeting of GAC. GAC shall have the right to convene extraordinary meetings to consider purchases requiring timely action.

(3)

Land acquisition criteria. Sites for consideration shall be evaluated using the criteria listed below together with any other criterion determined by GAC to be appropriate to accomplishing the purpose of this Ordinance.

a.

Agricultural land criteria: Characteristics of the land: type of agricultural land, parcel size, road frontage, wetlands and/or floodplain, groundwater recharge, natural features

Context: distance to city limit, adjacent zoning classification, adjacent land use, proximity to protected land, scenic and/or historical value

Acquisition considerations: matching funds, landowner contribution, urgency for acquisition, recreation potential

b.

Open Space land criteria: Characteristics of the land: mature trees or rare species, parcel size, road frontage, wetlands and/or floodplain, groundwater recharge

Context: distance to city limit, adjacent land use, proximity to protected land, proximity to water resource frontage, scenic and/or historical value, number of vehicle trips per day

Acquisition considerations: matching funds, landowner contribution, urgency for acquisition, recreation potential

(4)

Land Acquisition Mechanisms:

a.

Purchase of Development Rights (PDR) shall be the preferred method of protecting Agricultural Land and Other Eligible Land. The conditions and regulations applicable to such land is set forth in [Section 3:71](#)

b.

Open Space may be protected by Conservation Easements or fee simple purchase, lease or other interests in land.

(5)

Any Application which fulfills the criteria set forth in this Ordinance and in the regulations adopted by the GAC and approved by City Council, but which is not offered a contract to purchase because available funds are not sufficient within the current fiscal year, shall be considered in the next Application cycle, provided that the Owner updates the information on the Application or

states that the information is accurate. These Applications shall not be given any preference or priority at that time, but will be considered under the terms and conditions of this Ordinance along with all other Applications submitted at that time.

(6)

Owner shall be and remain subject to all ordinances, rules and regulation of the Governmental Agency having jurisdiction over the Greenbelt District Land regardless of the transfer to and the acquisition of Development Rights, Conservation Easements or other easements in the Greenbelt District Land by the City whether now in effect or which may be subsequently adopted for the regulation of land uses or for the protection of the health, safety and welfare of residents of the jurisdiction.

(7)

The City, its officials, employees and agents shall not be liable for any injury that may occur to any person, or for any damage that may occur to any property, as a result of any act, decision or other consequence or occurrence arising out of the acts or omission of the Owner or any person or entity other than the City based on the existence of an Application or the acquisition of Development Rights, Conservation Easements or other easements in Greenbelt District Land.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 4, 5-15-06)

3:69. - Application procedure; approval by City Council.

In order for an Application to be considered for purchase, it must meet the following:

(1)

The applicant or applicants must have good, marketable, fee simple title to the Greenbelt District Land.

(2)

The parcel of land proposed for purchase must be located within the Greenbelt District; except as provided in [Section 3:67](#)

(3)

If a development rights purchase, the applicant or applicants must agree to maintain the land in accordance with a conservation easement approved by City Council.

(4)

A completed Application must be submitted on the approved application form by the deadline established by GAC. An Owner or a duly authorized

representative of the Owner may apply. All applications must be signed. A separate Application is required for each parcel of land offered for acquisition. GAC shall establish and publish procedures for submission and to assist Owners with the application process. These procedures shall be available from the City Clerk.

The following information shall be included in a completed Application:

- a. Adequate identification by deed reference of the parcel of land to be considered for purchase. The description should also include a map showing the location of the parcel with the Greenbelt District.
- b. A description of the Agricultural Use carried out on the parcel or other current uses on the parcel.
- c. A statement by the Owner of any contingencies that the Owner wishes to make GAC aware of that may affect the property in the future (such as death, estate plans, etc.)
- d. A description of the features of the property, such as presence of water bodies, scenic views, streams, wetlands, rare species, or other desirable feature.
- e. A statement by the Owner granting access for the purpose of inspection and appraisal of the parcel by the City, its employees or contractors and GAC.
- f. A list of any and all liens and encumbrances on the parcel.
- g. Existence of any surface or subsurface leases or easements.
- h. All other information requested on the Application.

If the Application is complete and the minimum criteria established are met, the Application shall be evaluated. A member of GAC, authorized contractor or City staff assigned to GAC, shall view each Greenbelt District Land Application and a written report shall be made to GAC prioritizing the Applications according to the established selection criteria.

After consideration of the written report, GAC shall determine the annual list of Owners with which negotiation for purchase of land or land rights will be initiated. The determination shall be made with the goal of purchasing Greenbelt District Land,

Development Rights and Conservation Easements from as many Owners as possible in order to accumulate a critical mass of land to be retained for preservation and management purposes.

Prior to initiating formal negotiation, a title search shall be completed to determine if the Owner has clear, marketable, fee simple title to the Greenbelt District Land. For purchases of development rights or conservation easements, a "before and after" Qualified Appraisal of the property and the interest offered for purchase shall be conducted. The Qualified Appraisal shall contain an analysis of the highest and best use of the parcel of land, the valuation methodology used by the appraiser to determine value, the fair market value of the full ownership of the land (excluding the buildings thereon, if any), and the value of the Agricultural Rights and any Residential Developments Rights to be retained by the Owner for Development Right purchases; or the value of all rights to be retained by the Owner for Conservation Easement purchases. The value of the Owner's retained rights or interest in the land shall be listed separately in the Qualified Appraisal. For purchases of land in fee simple, the Qualified Appraisal shall contain only the analysis of the highest and best use of the parcel of land, the valuation methodology used by the appraiser to determine value and the fair market value of the full ownership of the land (excluding the buildings thereon, if any). If appropriate, an environmental assessment, soil analysis, boundary survey or other testing may be conducted. At the conclusion of all testing and completion of the title search, a complete property analysis, including a baseline documentation of the property, and recommendation shall be prepared as to whether negotiation should continue. The Owner shall be entitled to a copy of the property analysis.

GAC or another authorized negotiator on behalf of the City shall submit a written offer to purchase to the Owner. The offer shall be for a time certain accompanied by a proposed deed of easement or title in accordance with the offer made in the Application.

An Owner may, at his or her own expense, provide additional information to GAC on the findings and determinations included in the property analysis or withdraw his or her Application within 30 days of receipt of the property analysis.

After receipt of all information relating to an Application, GAC shall forward a recommendation for acquisition to City Council for action.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 5, 5-15-06)

3:70. - Related costs.

The costs of appraisal, engineering, surveying, planning, financial, environmental, legal or other services lawfully incurred incident to the acquisition of Greenbelt District Land or Development Rights, Conservation Easements or other easements or leasehold interest in Greenbelt District Land by the City in accordance with this Ordinance shall be paid by the

City. The City shall not be responsible for expenses incurred by the Owner incident to Owner's Application to or sale of Greenbelt District Land.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 6, 5-15-06)

3:71. - Retained residential development rights.

(1)

To promote "agricultural use" of properties on which the City has purchased the Development Rights, it has been determined that such properties should remain substantially undeveloped.

(2)

In order to ensure environmentally responsible agricultural practices on properties which the City has purchased the Development Rights, such properties must conform to the USDA's Generally Accepted Agriculture Management Practices (GAAMPs) and a Conservation Plan shall be developed by the local Natural Resource Conservation Service (NRCS) office. The Conservation Plan must be updated every 10 years and monitored by NRCS and the City annually. The Conservation Plan shall be written using current standards and specifications at the time of plan development.

(3)

It may be in the best interest of property owners and of the program to purchase development rights that property owners retain some residential development rights so long as the land remains substantially undeveloped. When property owners retain some development rights their land value remains higher than it would be if they sold all their development rights and the value of the development rights to be purchased is correspondingly reduced.

(4)

Conservation easements conveying development rights to the City may include a provision for a landowner to retain the right to build additional residential dwellings on the following schedule:

0—40 acres:0

41—80 acres:1

81—160 acres:2

161 and more acres:3

Initially, these dwellings must be owned or occupied by a direct family member or for a farm laborer with a demonstrable employment record or financial risk in the farming operation.

(5)

Both residential and non-residential buildings must be identified in the negotiated Conservation Easement in order to protect other important features of the property.

Building locations and lot sizes must also conform to existing zoning in the municipality where the property is located. The total impervious surface area for new and existing buildings and roads (which includes non-seasonal, permanent rooftops, concrete and asphalt) must not exceed 2% of the total easement area defined in the Conservation Easement granted to the City.

(6)

A landowner may choose to omit a maximum of 2 residential building lots from the nominated property of the minimum size allowed by local zoning. GAC and City Council may consider such omission when evaluating on which properties to purchase development rights.

(7)

Once action to select properties for the purchase of development rights has been taken by City Council, a baseline documentation report will be prepared describing through photographic, pictorial and narrative means the condition of the property at the time of the grant and a development rights easement. The baseline report shall contain a signature page where the Owner and the Supervisor sign to state that the report is an accurate description of the property at the time of grant. The easement shall similarly feature a page where the signatures of the Owner and the Mayor are notarized, following which the easement shall be recorded with the county register of deeds so that it is effective on all current and future owners.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 7, 5-15-06)

3:72. - Open space and parkland preservation fund established.

Revenues received for preservation and protection of open space, parkland, natural habitats and City sourcewaters through acquisition and management of Greenbelt District Land and the development rights, conservation easements and other easements on Greenbelt District Land shall be placed in a designated Open Space and Parkland Preservation Fund which is hereby created in the City budget. Revenues for the purpose of this section shall include millage funds, designated monetary gifts, unrestricted grants, and any investment income earned in the Fund.

The Fund shall be invested and managed in the same manner as existing funds of the City. No part of the fund may be transferred to any other fund, nor be encumbered, nor be utilized for any purpose except the purposes specifically set forth in this chapter. Expenditures from the fund require authorization of City Council

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 23-06, § 8, 5-15-06)

3:73. - Duration of acquired rights; release.

(1)

Development rights acquired pursuant to Section 3.61(9) of this chapter shall be held in trust by the City for the benefit of its citizens in perpetuity. After 50 years have

passed, however, the owner may make application to GAC to re-purchase the development rights. GAC shall review such application and determine whether the property has (a) become landlocked with non-agricultural uses, (b) farming is no longer feasible and (c) the release is for the public good. GAC shall evaluate the feasibility of farming by determining whether the land is no longer and never will be suitable for any kind of agriculture, with wooded land or land left fallow not necessarily to be considered unsuitable. GAC shall hold a public hearing to gain input from citizens on the application and make recommendation to City Council on the request.

(2)

Upon receiving the recommendations of GAC, City Council shall take final action on such recommendations. Council must support the request by an owner to repurchase development rights by a 9-member majority of the total 11 members of Council. For properties 100 acres and greater, Council's 9-member majority support of the request shall result in a referendum to allow the public to decide the matter. If Council or the public supports the request, the owner shall have 1 year to complete the process of re-purchasing the rights and all associated actions. All costs associated with the request shall be borne by the applicant.

(3)

For those properties which City Council approves the return of development rights as specified in Subsection (1), GAC shall cause an appraisal of the applicant's property interest to be made at the owner's expense. Payment for this appraisal shall be made by the owner in advance. A "before and after" appraisal shall be made to determine the value of development rights. One appraisal shall determine the fair market value of full ownership of the land (excluding buildings thereon) and one shall determine the fair market value of the agricultural rights plus any specifically retained residential development rights.

(4)

Appraisals shall be performed as required by [Section 1:320](#) of Ann Arbor City Code. The selected appraiser shall not have a property interest, personal interest or financial interest in the subject lands. In the event that the low bidder has a conflict of interest associated with a potential easement, the second low bidder will conduct that appraisal. In any event, the same appraiser shall conduct the before and after appraisals.

(5)

Appraisals shall be in writing and shall be furnished to the respective owners for review. Errors of fact in any appraisal may be called to the attention of the appraiser by GAC or by owners of the property appraised, but corrections of the appraisal may be made only by the appraiser.

- (6) At any time in this process, the owner may choose to withdraw the request for the return of development rights without penalty, while still being responsible for the City's appraisal of the property as specified in Subsection (2) and any other costs incurred.
- (7) If City Council approves return of development rights as specified in [Section 3:73](#)(1) of this chapter, the City shall have a right of first refusal to purchase the remaining rights at the fair market value of the agricultural rights plus any retained development rights, as determined by the appraisal required in [3:73](#)(3) of this chapter, for the purposes of a City park or other publicly-accessible property. Upon receiving the recommendations of GAC, City Council shall take final action on such recommendations. If Council chooses to exercise this right of first refusal, an offer to purchase the remaining rights at the appraised value shall be submitted within 180 days. Acquisition of lands for public purposes shall be made with funds designated for such purchases and not with funds authorized for development rights acquisition pursuant to this chapter. The owner may at that time choose to not sell the remaining rights and instead retain ownership of the property. If Council approves the sale of development rights back to the owner, proceeds from that sale shall be placed in the Greenbelt and Open Space Acquisition Fund as specified in Section 3.73 of this chapter.
- (8) If (a) a request to re-purchase development rights is denied by City Council or the public, or (b) the landowner chooses to not sell the remaining rights when the City chooses to exercise its right of first refusal or (c) more than a year passes from Council's authorization for the re-purchase of rights, the landowner must wait 5 years before re-applying to re-purchase development rights.
- (9) The City may convey development rights acquired pursuant to this chapter to a conservation, open space preservation, historic preservation or similar organization under terms ensuring that the public benefits for which the Township purchased the development rights will be maintained.

(Ord. No. 17-04, § 1, 5-3-04)

3:74. - Enforcement.

City staff shall administer and enforce and the City Attorney shall prosecute this chapter and development rights and conservation easements agreements. GAC will advise and make recommendations to City Council concerning monitoring and investigation of complaints of violation of City acquired land and land rights outside of the park system. GAC shall at least once annually ascertain whether the owner is complying with all conditions of

the easement or deed. Inspection findings shall be in writing and maintained. Any violation identified shall be referred to the City Attorney.

(Ord. No. 17-04, § 1, 5-3-04)

3:75. - Administrative costs.

Reasonable administrative expenses can be paid from the parks and greenbelt millage revenues for the acquisition, lease, or donation, in whole or in part, of parkland and conservation easements, land and land rights, inside and outside the City. These expenses shall not exceed the amount determined by the following formula:

(A)

\$2,000 for each potential acquisition or leasehold Parcel approved by either the Park Advisory Commission or the Greenbelt Advisory Commission for negotiation with property owners plus (B)(1) 6% of the principal amount of each series of bonds issued to finance all or part of the parks and greenbelt program ("Open Space Bonds") plus (2) 6% of the annual millage revenue in excess of annual debt service requirements on Open Space Bonds; provided, that, projections of property tax valuations and millage collections over the term of the millage, which projections are approved by City Council at the time of issuance of each series of Open Space Bonds, demonstrate that the permitted amount for administrative expenses under part B of such formula will not exceed 6% of the total millage collections over the term of the levy.

The following activities shall be considered administration expenses that may be paid for from the millage revenues:

- Staff or consultant time, including benefits, devoted directly to the acquisition process.
- Staff or consultant time, including benefits, devoted directly to program support.
- Travel/vehicle costs incurred.
- Administrative expenses directly attributable to program support or the acquisition process.
- Monitoring of acquired development rights and/or conservation easements.
- Enforcement of acquired development rights and/or conservation easements
- Legal expenses directly related to the acquisition of or leasing of property or property interests, including staff or outside counsel time.

The actual cost of property or property interests, or the actual cost of lease or leasehold interests, plus charges for the items on the list to follow, can be

paid from millage revenues, but are not considered administrative expenses and are not subject to the limits on the appropriation of administrative expenses.

- Title commitments.
- Payment of property taxes on acquired or leased property.
- Preparation of appraisals of property.
- Preparation of surveys of property.
- Preparation of Phase 1 Environmental Assessments of property, as well as subsequent Phases/baseline environmental studies and any related due care plan, if required.
- Baseline documentation for development rights and/or conservation easements.
- Costs directly related to the sale of bonds supported by this millage.

The following activities shall not be paid for by funds provided by this millage:

- Operating, maintenance, repair, restoration, and development costs for acquired properties, or interests in properties, except as otherwise provided in this Section.
- Any overhead charges, such as a municipal service charge.
- Activities of the City Administrator, Mayor or City Council.
- Activities related to City ordinances or resolutions.
- Charges for any staff time not directly related to the purpose of this millage.
- Charges for office space or utilities.

(Ord. No. 17-04, § 1, 5-3-04; Ord. No. 9-05, § 2, 4-4-05; Ord. No. 23-06, § 9, 5-15-06)

3:76. - Reserved.

Editor's note—

Ord. No. 23-06, [§ 10](#), adopted May 15, 2006, repealed [§ 3:76](#), which pertained to donations.
See also the Code Comparative Table.

3:77. - Audit.

The City shall, on an annual basis, provide for public review a financial statement of its activities, including detailed expenditures for program staffing, land and easement acquisition, related costs and all other expenditures for implementing the parks and greenbelt acquisition program. This financial statement will be based on the independent financial audit of the City's finances.

(Ord. No. 17-04, § 1, 5-3-04)

FOOTNOTE(S):

⁽¹⁷⁾ **Editor's note**— Ord. No. 17-04, adopted May 3, 2004, added Ch. 42 to read as herein set out. See also the Code Comparative Table. [\(Back\)](#)

APPENDIX E FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City 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 one year 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 Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (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 Human Resources 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 nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate 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 under the contract;
 - (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:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$ 10,000 - 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.