

**AGREEMENT SUPPLEMENTING 1979 POLICY STATEMENT
RELATIVE TO AIRPORT LAYOUT PLANS, AERONAUTICAL FACILITIES
AND NON-AERONAUTICAL FACILITIES AT THE ANN ARBOR AIRPORT**

This agreement (“Agreement”) is between the City of Ann Arbor (“Ann Arbor”), a Michigan Municipal Corporation and Pittsfield Charter Township (“Pittsfield”), a Michigan Municipal Corporation.

RECITALS:

Ann Arbor owns and operates the Ann Arbor Airport (“Airport”), which is located in Pittsfield Charter Township.

In 1979 Pittsfield and Ann Arbor entered into an agreement entitled “Policy Statement,” a portion of which has addressed certain aspects of the operation of the Ann Arbor Airport.

This Agreement is not intended to replace the Policy Statement. However, in the event of any conflict with the Policy Statement, this agreement shall apply.

Under the Michigan Aeronautics Code, MCL 259.1 et seq., Ann Arbor has jurisdictional control for the management, governance and use of the Airport, including application of its police powers, rules, regulations and ordinances, and including the zoning and planning of aeronautical facilities on the Airport property.

The City of Ann Arbor has adopted its construction code, including the building code, electrical code and mechanical code components thereof, in accordance with the Stille-DeRossett-Hale Single State Construction Code Act (MCL 125.1501 et seq.) (“construction code”). The City and the Township do not agree as to the authority granted to the City by the Michigan Aeronautics Code to extend and enforce its construction code at the Airport relative to aeronautical facilities. However, without deciding the extent of the City’s authority under the Michigan Aeronautics Code, the City and the Township agree that to the extent it may be necessary, this agreement is an agreement between two public agencies that constitutes an interlocal agreement for purposes of Sections 4 and 5 of the Urban Cooperation Act (MCL 124.504 and 124.505) and Subsection 8b(2) of the Stille-DeRossett-Hale Single State Construction Code Act (MCL 125.1508b(2)) by which the City and the Township agree that the City shall extend and enforce its construction code to all aeronautical facilities constructed on Airport property, including issuing permits, inspections and enforcement of violations.

The Airport is serviced in whole by Pittsfield sanitary sewer service and is serviced in part by Pittsfield water service.

Unless and until Ann Arbor or the Airport qualifies as an authorized public agency for the Airport under Section 9110 of Part 91, Soil Erosion and Sedimentation Control, of

the Natural Resources and Environmental Protection Act, MCL 324.9110, Pittsfield has jurisdiction over the Airport for soil erosion and sedimentation control.

Wherefore, the parties agree as follows:

1. "Aeronautical facilities" means Airport buildings, landing fields and other facilities that are used for and serve aeronautical or aeronautically related operations and purposes. Aeronautical facilities include both facilities constructed by Ann Arbor and facilities that are privately constructed.
2. "Non-aeronautical facilities" means facilities whose use is unrelated to aeronautical operations or purposes.
3. A modification of the Airport Layout Plan is a land use plan as used in Section II.B. of the Policy Statement.
4. If a modification of the Airport Layout Plan is proposed, Ann Arbor will give notice to Pittsfield's Building Official or such other person as Pittsfield designates in writing, of the intent to modify the Airport layout plan at least 30 days before authorizing a professional services agreement for the modification. At least 30 days before submitting a modification of the Airport Layout Plan for approval by the Michigan Aeronautics Commission or the Federal Aviation Administration, Ann Arbor will provide Pittsfield's Building Official with copies of the documents to be submitted to those bodies. After approval of a modified Airport Layout Plan by the Michigan Aeronautics Commission or the Federal Aviation Administration, Ann Arbor will provide Pittsfield's Building Official with a copy of the proposed modification at least 30 days before the Ann Arbor City Council meeting at which it is to be submitted for approval.
5. Annually Ann Arbor will provide Pittsfield's Building Official, or such other person as Pittsfield designates in writing, with a copy of the five year Airport Improvement Plan for the Airport.
6. If Ann Arbor applies for grant funds for new or expanded facilities shown or listed on the Airport Layout Plan or Airport Improvement Plan it will notify Pittsfield's Building Official, or such other person as Pittsfield designates in writing, of the application.
7. Aeronautical facilities being constructed at the Ann Arbor Airport are not required to go through the Pittsfield site plan review and approval process. However, when civil construction drawings for a project have been completed, but prior to bid for construction of the facilities, Ann Arbor will submit copies of the civil construction drawings to Pittsfield's Building Official, or such other person as Pittsfield designates in writing, for review and comment. The plans submitted to Pittsfield shall consist of four (4) sets of full sized drawings and a description of

the type of project, the general scope and the time frame. All proposed utilities associated with civil construction drawings for a project shall meet all current Township Land Development Standards.

8. Typical administrative fees will not be charged for the review of the plans submitted pursuant to paragraph 7, but the City will be responsible for establishing an Airport Plan (AP) escrow account for costs, which Pittsfield agrees shall be limited to its actual costs for plan review and comment.
9. Pittsfield will provide a written evaluation of the plans specified in paragraph 7 based on the Pittsfield Zoning Ordinance and Land Development Standards to Ann Arbor's Fleet & Facilities Manager, or such other person as Ann Arbor designates in writing, within two (2) weeks of the submittal in order to permit Ann Arbor staff to consider its comments.
10. Ann Arbor will consider and endeavor to incorporate reasonable recommendations provided by Pittsfield.
11. Ann Arbor will obtain soil erosion and sedimentation control permits for the Airport from Pittsfield until such time as Ann Arbor or the Airport qualifies as an authorized public agency for the Airport under Section 9110 of Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, MCL 324.9110.
12. Ann Arbor will obtain Pittsfield utility permits as required by Pittsfield ordinance for connections to Pittsfield sanitary sewer or water lines.
13. Ann Arbor shall extend and enforce its construction code, including the building code, electrical code and mechanical code components thereof, to all aeronautical facilities constructed on Airport property and provide Pittsfield's Building Official, or such other person as Pittsfield designates in writing, with copies of all construction permit documents including the application, the permit, inspection reports and any certificate of occupancy within thirty days of being issued or received.
14. Non-aeronautical facilities at the Airport will be required to comply with Pittsfield planning and zoning requirements and the Pittsfield construction code ordinance.
15. Nothing contained in this agreement shall be construed as limiting Pittsfield's authority to enforce the State Construction Code regarding any violations of that code for non-aeronautical facilities.
16. Nothing contained in this agreement shall exempt aeronautical facilities from being in compliance with the State Construction Code unless said facilities are under the jurisdiction of the Federal Aviation Administration.

17. Ann Arbor shall extend and enforce its fire prevention code to all aeronautical facilities located on Airport property and provide Pittsfield's Building Official, or such other person as Pittsfield designates in writing, with copies of all fire inspection documents including fire alarm and detection systems and fire extinguishing system certification and test reports, and all required operational permits within thirty days of being issued or received.
18. This agreement shall be approved by the concurrent resolutions of the Ann Arbor City Council and Pittsfield Charter Township Board of Trustees.
19. This agreement shall take effect October 1, 2009 or after a copy has been filed with both the Washtenaw County Clerk and the Michigan Secretary of State, whichever is later.
20. This agreement shall have a term of 5 years beginning on October 1, 2009. It shall automatically renew for successive 5 year periods unless either party provides the other with written notice of non-renewal at least 60 days before the end of a term.

Dated: _____
City of Ann Arbor

Dated: _____
Pittsfield Charter Township

By _____
John Hieftje, Mayor

By _____
Mandy Grewal, Township Supervisor

By _____
Jacqueline Beaudry, City Clerk

By _____
Allen Israel, Township Clerk

Approved as to form:

Approved as to form:

Stephen K. Postema, City Attorney

R. Bruce Laidlaw, Township Attorney

Council unanimously agreed with Councilmember Morris to amend Paragraph A of Section I (Annexation - General) of the policy agreement as follows:

- A. All land areas in The Township lying west of U.S. 23 Expressway and north of the centerline SOUTH LINE of Ellsworth Road from U.S. 23 to the west line of Platt STATE Road, thence ~~southerly~~ to the Railroad right-of-way adjacent to the City Landfill; thence ~~westerly along the landfill line extended to Stone School Road, thence northerly along the east line of Stone School Road to the south line of Ellsworth Road, thence westerly to the west line of State Street, thence northerly to the south line of I-94,...~~

The question being the Resolution with the amended Policy Agreement.

On a voice vote, Chair declared the motion carried unanimously.

The Resolution as adopted reads as follows:

R-280-7-78

RESOLUTION TO APPROVE CITY OF ANN ARBOR AND PITTSFIELD TOWNSHIP AGREEMENT

WHEREAS, the City of Ann Arbor officials and Pittsfield Township officials have spent many months negotiating an agreement of understanding; and,

WHEREAS, both governments agree to the principle of cooperation and not confrontation; and,

WHEREAS, the agreement is deemed in the best interests of the citizens of both units of government;

NOW, THEREFORE, BE IT RESOLVED that the following agreement of understanding be approved.

CITY OF ANN ARBOR—CHARTER TOWNSHIP OF PITTSFIELD POSITION PAPER ON PROMULGATION OF POLICIES

Promulgation of Policies

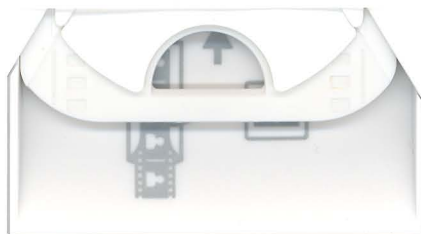
The CITY OF ANN ARBOR "The City", and the CHARTER TOWNSHIP OF PITTSFIELD, "The Township", by their respective governing bodies, for the purpose of furthering their common welfare, do hereby promulgate certain policies, and declare their intentions to abide the same in their exercise of governmental authority so far as practical and not in conflict with law.

I—ANNEXATION—GENERAL

- A. All land area in The Township lying west of U.S. 23 Expressway and north of the south line of Ellsworth Road from U.S. 23 to the west line of State Road, thence

northerly to the south line of I-94, thence westerly to the western boundary of The Township, shall be designated as "The Territory" and shall be eventually annexed to the City in an orderly manner.

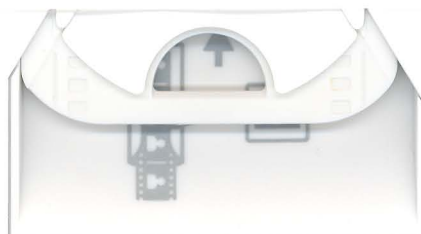
- B. It shall be understood that this aforementioned line is the unofficial boundary line until such times it can be so officially designated.
- C. Inasmuch as the Township and the City have an existing contract for sewer service for portions of the Township, the Township shall not make plans to provide municipal sewer and/or water service to any properties within said Territory, however the Township shall maintain all other legal authority and responsibility for Township lands and residents in the Territory until such time as they do become annexed to the City.
- D. Notwithstanding previous policies, decisions and procedures, the City and Township hereby agree that individual properties in the designated area may be annexed to the City even where such annexation may create new islands. Neither the City nor the Township shall interpose in any judicial or other proceeding pertaining to the annexation of any portion of the said Territory an objection to such annexation by reason that the same would create an enclave of Township land within the City.
- E. Neither the City nor the Township shall seek to require annexation to the City of any such enclave of Township land lying within the Territory, solely because of its constituting an enclave, whether now existing or hereafter created through the annexation of a portion of the Territory. Nevertheless, upon request to the City by the owner of a property within any said enclave for City water and/or sewer service to such property, the City may require such property to become annexed to the City as a condition of granting such service.
- F. The Township agrees that rather than furthering litigation in the case of the Pittsfield Islands, it will agree to the Boundary Commission decision of 1973 (File No. 8322) if the individual review procedure as set forth in paragraph I-H is applied.
- G. Through joint resolutions of the City and Township governing bodies any portion of the Territory within the designated area may be annexed to the City upon the petition therefor signed by the petitioners as provided by MCLA 117.9(8) in the case of such alternate method of annexation.
- H. Upon annexation to the City of properties within said Territory the City "deferred charges" thereon, for benefits conferred by capital improvements made prior to the annexation shall be payable at the property owners option, either in full, or in not



less than six (6) equal annual installments, provided that the same shall be payable in up to twelve (12) equal annual installments in cases of a property being, and continuing to be, the homestead of an owner occupant who has special hardship problems or is otherwise adjudged in need of special consideration. Hardship and special considerations may be conferred upon the single owner occupant at time of annexation. A transition appeals committee shall be established for the purpose of determining such need. It shall be authorized to make recommendations to City Council for special consideration and shall be comprised of two (2) members appointed from the City and one (1) member appointed from the Township.

II—MUNICIPAL AIRPORT

- A. The City agrees that the pending appeal of the decision of the Washtenaw Circuit Court in the suit of the Township vs. the City (Docket No. 77-12619) respecting the City's proceedings to annex Territories in and about the Municipal Airport and a portion of Eisenhower Boulevard shall be dismissed.
- B. The Township agrees to cooperate with the City in the establishment of an Airport Land Use Plan which recognizes the compatibility of light industrial, warehousing, gravel mining and other uses on airport lands. The Township will review and comment on the plan before City adoption. It is further understood that any private construction on Airport lands will require approval under Township zoning and site plan requirements, as well as Township Building and Safety Department permit requirements. Plans for municipal construction on Airport lands must be submitted to the Township for review and comment.
- C. The Township agrees to establish a land use plan for the environs of the Airport which recognizes only land uses which are compatible to airport operations from a safety and environmental point of view. The City will review and comment on the plan before adoption by the Township.
- D. It is further agreed that gravel mining may take place only for use on City of Ann Arbor roads and public works projects and for use on Pittsfield Township roads, and public works projects. In addition, that a gravel processing plan, a restoration plan and a soil erosion plan be filed and reviewed by the Township.
- E. Excepting as exempt by law, the Township shall assess for taxes the real and personal properties of and upon the airport lands.
- F. The Township agrees to provide right-of-way for City sanitary sewage mains to the Airport to serve Airport properties uses only.



III—LANDFILL

- A. The City desires to expand its Landfill operations to the west on property known as the Derck, Nielsen, and McCalla parcels.
- B. The Township agrees to actively support and assist in acquisition negotiations such expansion on the conditions that:
 - 1. A land use and restoration plan be developed for long range use of the landfill area.
 - 2. That a reasonable strip of land immediately east of Stone School Road, as well as along Ellsworth Road, as well as along the northern edge of what is known as the Morgan properties is excluded for environmental purposes.
- C. A Landfill Expansion Advisory Committee composed of four (4) persons appointed by the City and three (3) persons appointed by the Township shall be created to advise the City on environmental and operational plans.
- D. The Township desires that it be given preferred customer consideration by the City in the use of the Landfill or offered an opportunity for proportionate investment equity if the Landfill is to be expanded in this location.
- E. The Township shall not adopt any ordinance, rule or regulation which regulates or attempts to regulate the City's use of the landfill property so long as that property is used for disposal of refuse materials or for park purposes.

IV—SEWER/WATER SERVICEES

- A. Upon acceptance and execution of this position paper, the City agrees to immediately approve the Township's request for sewer service limited to the Township Hall and the State Road frontage of a proposed commercial development at Ellsworth and State Roads in accordance with procedures established in Paragraph I-A of the Ann Arbor Pittsfield Sewer Service Agreement dated September 30, 1975. It is understood State Department of Natural Resources approval will be sought eagerly by the City.
- B. The sewer service will be provided at 103% of City rates in accordance with the aforementioned agreement.
- C. The City will agree to consider additional requests for service prior to the completion of the new "area wide treatment plant" on a case by case basis.

COMMUNICATIONS FROM THE MAYOR

Mayor Louis D. Belcher informed Councilmembers that he will be communicating with Mr. Robert Lillie, Pittsfield Township Supervisor, to advise him of the changes made tonight in the Pittsfield Township Agreement.

Mayor Belcher alerted Council that there are several major Planning matters coming up for consideration, such as the eighty acres of land to be developed in the Briarwood area and a proposal for downtown housing.

Mayor Belcher recommended the appointment of Hugh M. Wanty, 2061 Pauline Boulevard, to the Housing Board of Appeals to replace James J. O'Kane for an indefinite term.

Moved by Councilmember Trowbridge that Council concur in the recommendation of the Mayor.

On roll call the vote was as follows: Yeas, Councilmembers Latta, Greenberg, Morris, Senunas, Sheldon, Trowbridge, Cmejrek, Mayor Belcher, 8

Nays, 0

Councilmember Bell was absent from the Council Chamber at the time the vote was taken.

Chair declared the motion carried.

Mayor Belcher recommended the appointment of Roberta Lea Shrope, 321 South Revena Boulevard, to the Planning Commission, effective July 1, 1978 for a three year term ending June 30, 1981.

Moved by Councilmember Cmejrek that Council concur in the recommendation of the Mayor.

On roll call the vote was as follows: Yeas, Councilmembers Senunas, Sheldon, Trowbridge, Cmejrek, Bell, Mayor Belcher, 6

Nays, Councilmembers Latta, Greenberg, Morris, 3

Chair declared the motion carried.

Mayor Belcher laid the nomination on the table of Charles T. Wagner, 3425 Brentwood Court, to the Planning Commission to be confirmed at the next session of Council.

COMMUNICATIONS FROM COUNCIL COMMITTEES

None.

