

PRE-MEETING AGENDA

ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
FEBRUARY 4, 2008

THERE WILL BE NO PRE-MEETING STUDY SESSION ON MONDAY, FEBRUARY 4,
2008. THE COMMISSION WILL MEET FOR THEIR REGULAR MEETING AT 7:00 P.M.

COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
FEBRUARY 4, 2008
7:00 P.M.**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE JANUARY 22, 2008 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. COMMUNICATIONS
 - 1. C-1. Communication from Comcast regarding price increases on certain services.
 - 2. C-2. Finance Report on 2008-09 Preliminary Revenue Estimates
 - 3. C-3. Finance Department Calendar - 2008
- VI. CONSENT AGENDA
 - 1. CR08-004. Resolution to make temporary traffic control orders permanent by posting "NO PARKING" signs on both sides of the street between Michigan Street and Treat Street to maintain visibility to the railroad crossing.
 - 2. CR08-005. Resolution to make temporary traffic control orders permanent by installing "NO PARKING" sign in front of the gas pit south of the Donut Depot on S. Center Street.
 - 3. CR08-006. Resolution to award bid for flow monitoring devices for the wastewater collection system.
- VII. PUBLIC COMMENT
- VIII. REGULAR AGENDA
 - A. RESOLUTIONS
 - 1. R08-024. Resolution to approve second quarter budget amendments.
 - 2. R08-025. Resolution to approve a Farm Lease Agreement with Fred Feight for the rental of approximately 62 acres of land on the former Witt farm

and authorizing the Mayor to execute said document on behalf of the City of Adrian.

3. R08-026. Resolution to approve the purchase and installation of the second fishing pier at Burr Ponds Park and that the bid process be waived.
4. R08-027. Resolution to waive the late penalty fee on property taxes for eligible senior citizens, totally and permanently disabled individuals and certain others as defined in Chapter 9 of Act No. 281 of the Public Acts of 1967, as amended.
5. R08-028. Resolution to approve the sale of the Parks and Recreation "showmobile" to Adrian Public Schools.
6. R08-029. Resolution to retain Dailey Engineering for design specifications for the Parks & Forestry building located at 381 Miles Drive.
7. R08-030. Resolution of Intent that the City of Adrian plans to provide public transportation services, to apply for state financial assistance for said services in accordance with Act 51, and to appoint Marcia Bohannon as the Transportation Coordinator.

I X. MISCELLANEOUS

1. Planning Commission Minutes
2. Zoning Board of Appeals

X. PUBLIC COMMENT

X I. COMMISSIONERS' COMMENTS

The Commission will go into closed session to discuss pending litigation.

MINUTES

CITY COMMISSION

Official proceedings of the January 22, 2008 regular meeting of the City Commission, Adrian, Michigan.

The regular meeting was opened with a moment of silence and the Pledge of Allegiance to the Flag.

PRESENT: Mayor McDowell, Commissioners Osborne, Valentine, Mitzel, Steele Clegg and DuMars

Commissioner Mitzel moved to approve the minutes of the January 7, 2008, regular meeting of the Adrian City Commission, seconded by Commissioner DuMars, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #2745 through #2754	\$ 141,528.28
General Fund Vouchers #18409 through #18521	313,249.45
Clearing Account Vouchers amounting to	<u>470,748.11</u>
TOTAL EXPENDITURES	<u>\$ 925,525.84</u>

On motion by Commissioner Steele, seconded by Commissioner DuMars, this resolution was adopted by a unanimous vote.

COMMUNICATIONS

1. Communication from Finance Director regarding new terminology and reporting thresholds for audit deficiencies.
2. Communication from Comcast regarding changes to the delivery and channel locations for Public, Educational and Governmental (PEG) channels.
3. Communication from Finance Director regarding the City of Adrian's Financial Forecast.

REGULAR AGENDA

SPECIAL ORDER

1. SO-1. Public Hearing to hear and consider comments to submitting an application to MSHDA for a Rental Rehabilitation Grant in the amount of \$200,000.

RESOLUTIONS

RE: Designation of the City's Downtown Development District as a Redevelopment Project Area for the Purposes of Granting New Liquor Licenses to Eligible Applicants

RESOLUTION R08-012

WHEREAS, the Adrian Downtown Development Authority and Adrian City Commission have adopted the Blueprint for downtown Adrian in an effort to revitalize and re-energize downtown Adrian; and

WHEREAS, the aforementioned plan identifies a need to encourage private investment in the downtown, both in new developments, as well as the retention, restoration, reuse of historic and/or architecturally significant buildings; and

WHEREAS, the aforementioned plan identifies a need to encourage the development of additional up-scale, full service bar-restaurant establishments within the downtown district in an effort to further promote nightlife and enhance the overall quality of life for Adrian residents; and

WHEREAS, the City of Adrian seeks to work in partnership with private property and business owners to realize these goals; and

WHEREAS, the State of Michigan has adopted Public Act 501 of 2006, providing for the creation of new on-premises liquor licenses for businesses complying with certain requirements, including locating within an established Downtown Development District, created under Public Act 197 of 1975; and

WHEREAS, the City of Adrian has established a Downtown Development District pursuant to the requirements of Public Act 197 of 1975; and

WHEREAS, the City of Adrian Downtown Development District has seen in excess of \$200,000 in combined public and private investment within the area over the preceding five year period from the date of this resolution; and

WHEREAS, in an effort to further encourage the development of new, full service bar-restaurants within downtown Adrian, the Adrian Downtown Development Authority Board of Directors recommends that the Adrian City Commission establish the city's Downtown Development District as a Redevelopment Project Area for the purpose of allowing new bar-restaurants to apply for a liquor license through the State of Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by resolution hereby establishes the city's Downtown Development District as a Redevelopment Project Area for the purpose of allowing eligible applicants to apply to the State of Michigan Liquor Control Commission for a liquor license.

On motion by Commissioner Valentine, seconded by Commissioner DuMars, this resolution was adopted by a unanimous vote.

RE: HUMAN RESOURCES DEPARTMENT – Authorization to Contract with the Michigan Municipal League to Develop Personnel Policies Manual

RESOLUTION R08-013

WHEREAS, the City of Adrian's current Personnel Policy Manual, originally effective September 1, 1977, and most recently revised November, 1986, is woefully out-of-date with current law and practices and needs replacing; and

WHEREAS, the development of a comprehensive Personnel Policies Manual is a significant and complex undertaking, beyond the available time of the one-person Human Resources Department, which is currently consumed with daily service demands, including union negotiations, fringe benefit administration, performance evaluation, compensation administration, safety and wellness committees, employee records management, etc; and

WHEREAS, the Michigan Municipal League (MML), which has extensive experience in this area of expertise, has submitted a proposal to assist the City of Adrian in the development of a Personnel Policies Manual within a 10 to 14 week time frame at a cost not to exceed \$7,800; and

WHEREAS, the scope of services includes:

- 1) Develop comparative policy matrix, encompassing current policies, collective bargaining agreements, employee benefits information and other relevant materials;
- 2) Review matrix with department heads and supervisors;
- 3) Revise matrix to reflect current practices and input for suggested improvements;
- 4) Develop first draft of Personnel Policies Manual (see attached Sample Table of Contents) and review with Administrative Committee consisting of City Administrator, Human Resources Director and the Finance Director;
- 5) Develop second draft of Personnel Policies Manual and review with department heads and supervisors for critiques and suggested changes;
- 6) Incorporate feedback and prepare final draft; and

WHEREAS, funding is available in the Human Resources Department Consulting Services Budget (101-226.00-812.000) for this purpose; and

WHEREAS, the Human Resources Director and City Administrator recommend adoption of this resolution and waiving of the competitive bid process due to the familiarity of the consultant with the City of Adrian, resulting from former engagements related to the design and development of the current Performance Evaluation and Compensation System.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the engagement of the Consulting Services Unit of the Michigan Municipal League to assist the City of Adrian in the development of a Personnel Policies Manual at a cost not to exceed \$7,800.

BE IT, FURTHER, RESOLVED that, in the best interests of the City, the competitive bid process be waived in accordance with the City's Purchasing Policy as

specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

On motion by Commissioner DuMars, seconded by Commissioner Steele, this resolution was adopted by a unanimous vote.

RE: CITY COMMISSION – Adoption of City of Adrian Strategic Action Plan

RESOLUTION R08-014

WHEREAS, a budget process that is well-integrated with other activities of government, such as the planning and management functions, will provide better financial and program decisions and lead to improved governmental operations; and

WHEREAS, consistent with the recommendations of the National Advisory Council on State and Local Budgeting (NACSLB), the City Administrator has prepared the attached *CITY OF ADRIAN STRATEGIC ACTION PLAN* for consideration and adoption by the City Commission; and

WHEREAS, the proposed Strategic Action Plan is the product of several strategic planning sessions conducted during calendar year 2007, by the City Commission and City Administration, including city department heads, facilitated by Dr. Joseph Ohren, Professor for the Institute of Community and Regional Development at Eastern Michigan University (ICARD/EMU); and

WHEREAS, to provide an appropriate context in which the Priority Goals have meaning, a Statement of Values, Vision Statement and Statement of Mission and Purpose are included as an integral part of the proposed Strategic Action Plan; and

WHEREAS, all of the goals are considered of equal priority, however, the action strategies are designated either *High Priority* or *Priority When Resources are Available*, thereby providing an action agenda to be considered when formulating the FY2008-09 Annual Operating Budget and the FY2008-14 Capital Improvement Program; and

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby adopts the *CITY OF ADRIAN STRATEGIC ACTION PLAN* (copy attached).

BE IT, FURTHER, RESOLVED that the various elements that have related cost or revenue implications be considered when formulating the FY2008-09 Annual Operating Budget and the FY2008-14 Capital Improvement Program.

On motion by Commissioner Mitzel, seconded by Commissioner Steele, this resolution was adopted by a unanimous vote.

RE: ADMINISTRATION - RECORD RETENTION & DISPOSAL OF CITY RECORDS

RESOLUTION R08-015

WHEREAS, it appears that the City of Adrian has never formally adopted a retention and disposal schedule for public records; and

WHEREAS, the State Administrative Board, Michigan Historical Center and the Treasury Department have approved a standard schedule known as "General Record Retention and Disposal Schedule #8"; and

WHEREAS, said proposed schedule has been reviewed by the city legal counsel and city auditors, both of which have given approval to said schedule; and

WHEREAS, the City Administrator has recommended the approval of such a policy.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the General Record Retention and Disposal Schedule #8, as approved the by State Administrative Board, Michigan Historical Center and Treasury Department be, and is hereby, adopted for use by the City of Adrian.

On motion by Commissioner DuMars, seconded by Commissioner Mitzel, this resolution was adopted by a unanimous vote.

**RE: DEPARTMENT OF PUBLIC WORKS –Solid Waste Refuse Collection
Contract Rate Adjustments for Inflation and Fuel Costs**

RESOLUTION R08-016

WHEREAS, Allied Waste Systems, Inc., the City of Adrian's contractor for solid waste refuse collection, is currently in the fifth year of a seven-year contract, expiring December 31, 2010; and

WHEREAS, although the original contract was written as a fixed-price contract at a unit cost of \$6.87, with a total amount not to exceed \$499,500 annually, the Scope of Services included a letter from the vendor which provided for an annual C.P.I. adjustment plus one (1%) percent rate increase for each of the years two through seven, "in order to offset the rising cost trends we are experiencing in the areas of labor, workmen's compensation coverage, employee health and welfare, financial assurance and environmental safeguarding insurance."; and

WHEREAS, in December 2007, the City of Adrian completed an audit of the number of units receiving service within the City; based on this audit and in cooperation with Allied Waste System, Inc., the number of units will be reduced by 57, from 5,871 to 5,814; and

WHEREAS, based on the aforementioned letter and subsequent audit, the following rate adjustments were made:

<u>Year</u>	<u>Rate/Unit/Mo</u>	<u>Percent</u>	<u>Annual Cost</u>
2004	\$6.87		\$499,500
2005	\$7.03	2.33%	\$511,138
2006	\$7.29	3.70%	\$530,050
2007	\$7.54	3.40%	\$548,072
2008	\$7.75	2.80%	\$540,702*

*(based on 5,814 units per month)

WHEREAS, due to fluctuating fuel prices, the City Commission approved changes in the supplemental fuel rate adjustment to the current 2.51%; and

WHEREAS, fuel prices are on the rise again, increasing to an average of \$2.96/gallon during the previous quarter, with the City Engineer recommending a rate adjustment of 2.91%, effective January 1, 2008; and

WHEREAS, the City Administrator recommends that a rate adjustment for fuel costs incurred by Allied Waste Systems, Inc. be increased to the level of 2.91% on a month-to-month basis (increasing the Unit Price from \$7.75 to \$7.98), with the following provisions:

- (1) The subject rate adjustment shall not become a part of the base cost upon which future CPI rate adjustments would apply but, rather, considered an additional benefit granted at the pleasure of the City of Adrian; and
- (2) The subject rate adjustment will be at the full discretion of the City of Adrian and can be reduced or withdrawn at any time should circumstances change, such as a decrease of fuel prices in the marketplace, a deterioration in the City's financial position requiring imposition of general budget strictures, or dissatisfaction with collection services; and

WHEREAS, although the base contract will be less to the unit reductions discovered during the audit, the supplemental fuel adjustment will cause the Waste Collection budget (\$540,000) to be exceeded by approximately \$8,000 during the balance of the year; a budget adjustment will be included in the mid-year budget adjustments.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes an increased rate adjustment for fuel costs in the amount of 2.91% be accorded Allied Waste Systems, Inc. (resulting in a revised unit price to \$7.98), on a month-to-month basis, with the following provisions:

- (1) The subject rate adjustment shall not become a part of the base cost upon which future CPI rate adjustments would apply but, rather, considered an additional benefit granted at the pleasure of the City of Adrian; and
- (2) The subject rate adjustment will be at the full discretion of the City of Adrian and can be reduced or withdrawn at any time should circumstances change, such as a decrease of fuel prices in the marketplace, a deterioration in the City's financial position requiring imposition of general budget strictures, or dissatisfaction with collection services.

On motion by Commissioner DuMars, seconded by Commissioner Mitzel, this resolution was adopted by a unanimous vote.

RE: UTILITIES DEPARTMENT –Municipal Lease Purchase Agreement for Wastewater Treatment Plant Digester Lid Replacement

RESOLUTION R08-017

WHEREAS, the Adrian City Commission, by Resolution #07-085 dated May 7, 2007, adopted the FY2007-08 Budget and General Appropriations Act, which included \$875,000 for Wastewater Treatment Plant Digester Lid Replacement (497-553.00-975.111); and

WHEREAS, based on a project analysis conducted by Jones & Henry Engineers. Ltd., the aforementioned budget appropriation contemplated acquisition of Dystor Membrane technology from Siemens (the most experienced and largest supplier of the dual-membrane gas holder) was determined to cost \$166,000 less (with triple the capacity) than using current technology; and

WHEREAS, the above project cost included \$105,000 for removal of the existing digester lid, which will likely be redirected by the Utilities Director (after completion of a bid process for that portion of the project) to a local vendor at an estimated cost of \$55,000, thereby saving \$50,000 and reducing the total cost of the project to \$825,000; and

WHEREAS, in addition, Siemens Financial Services has submitted a proposed Municipal (Tax-Exempt) Lease Purchase Agreement for \$825,000 over a ten (10) year timeframe at 3.84% interest rate; and

WHEREAS, the Finance Director recommends approval of the Municipal Lease Purchase method of financing this particular project for the following reasons:

- Lease Purchase arrangement avoids large initial cash outlay;
- Tax-exempt status allows for an interest less than the current return on invested funds;
- Provides 100% financing of equipment and installation; principal payments don't begin until equipment acceptance;
- Low transaction cost and immediate availability of funds;
- No prepayment penalty; and

WHEREAS, the Utilities Director and City Administrator recommend approval of the \$825,000 Wastewater Treatment Plant Digester Lid Replacement Project, the Municipal Lease-Purchase Agreement, and the related budget amendments reflecting the resultant savings.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the engagement of Siemens to complete the Wastewater Treatment Plant Digester Lid Replacement Project at a cost not to exceed \$825,000 and the approval of a Municipal Lease-Purchase Agreement with Siemens Financial Services to finance the project over ten (10) years at 3.84% interest rate.

BE IT, FURTHER, RESOLVED that in the best interests of the City, the competitive bid process be waived in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

BE IT, FURTHER, RESOLVED that the FY2007-08 Budget be amended as follows:

Capital Projects Sewer Fund (Fund 497)

Revenue:		
(497-000.00-676.590) Contribution – Wastewater Fund		\$(865,000)
Expense:		
(497-553.00-975.111) Digester Lid Replacement		<u>(865,000)</u>
	Total Fund	<u>\$ -0-</u>

Sewer Fund (Fund 590)

Revenue:		
(590-000.00-697.000) Prior Years' Revenue		\$(857,054)
Expense:		
(590-550.00-995.002) Lease Purchase Contract		\$ 7,946
(590-965.00-969.497) Contribution – Capital Projects Sewer Fund		<u>(865,000)</u>
	Total Expense	<u>\$(857,054)</u>
	Total Fund	<u>\$ -0-</u>

On motion by Commissioner Steele, seconded by Commissioner DuMars, this resolution was adopted by a unanimous vote.

RE: DEPARTMENT OF COMMUNITY DEVELOPMENT - Authorization for City of Adrian to Submit Rental Rehabilitation Grant Application to Michigan State Housing Development Authority (MSHDA)

RESOLUTION R08-018

WHEREAS, the Community Development Department of the City of Adrian, requests authorization to submit an application for a Rental Rehabilitation Grant in the amount of \$200,000 from the Michigan State Housing Development Authority (MSHDA); and

WHEREAS, the target area will be the five (5) Neighborhood Enterprise Zones established by resolution and adopted by the Adrian City Commission on August 6, 2007; and

WHEREAS, the Rental Rehabilitation Program would provide funding to landlords in the designated Neighborhood Enterprise Zones within the City of Adrian for renovation of existing units for low to moderate income households and also for renovation of 2nd and 3rd floors above commercial space in downtown Adrian; and

WHEREAS, participation in this program would further the goals of the Community Development Department and the City of Adrian Comprehensive Plan; and

WHEREAS, the Community Development Director and City Administrator recommend approval of this resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby authorizes the Community Development Department to submit an application to MSHDA for a Rental Rehabilitation Grant in the amount of \$200,000.

On motion by Commissioner Osborne, seconded by Commissioner DuMars, this resolution was adopted by a unanimous vote.

RE: UTILITIES DEPARTMENT –Water and Sewer Financial Project and Rate Update

RESOLUTION R08-019

WHEREAS, the Adrian City Commission, by Resolution R04-022 dated February 2, 2004, authorized the engagement of Utility Financial Solutions, LLC, as a subcontractor to prepare a Utility Rate Study, including recommendations and financial forecasts for a five-year period, at a cost of \$25,500; and

WHEREAS, the Adrian City Commission, by Resolution R05-047 dated March 21, 2005, authorized the engagement of Utility Financial Solutions, LLC, at a cost of \$9,050 to update the aforementioned Utility Rate Study, including recommendations and financial forecasts for a five-year period; and

WHEREAS, the Adrian City Commission, by Resolution R06-104 dated August 21, 2006, authorized the engagement of Utility Financial Solutions, LLC, at a cost of \$8,500 to update the aforementioned Utility Rate Study, including recommendations and financial forecasts for a five-year period; and

WHEREAS, since the 2006 update, significant events have occurred affecting the City's long-term utility financial strategy, including:

- The debt obligations for the MDEQ-DWRF projects increased by over \$5.5 million;
- The WWTP Digester Lid Replacement Project is anticipated to cost in excess of \$800,000;
- Revenue from water and sewer customers has been less than anticipated, primarily due to diminished usage;
- Previously authorized water and sewer rate adjustments have been implemented; and

WHEREAS, Utility Financial Solutions, LLC has submitted a proposal to update the water and wastewater financial projections and wholesale costs for FY2008-09, with the following scope of services:

- (1) Update Financial Projections for Water and Wastewater Department, including:
 - Comparing original and current projections, including updated rate adjustments;
 - Prepare five year projection through FY2012-13, including recommended utility rates.
 - Reconcile cost of service for wholesale customers for FY2007-08 and prepare recommendations for FY2008-09.
 - Conduct staff meetings and review results with stakeholders; and

WHEREAS, sufficient funds are available in the Sewer Fund (#590) and Water Fund (#591) Operations & Maintenance Budgets for this purpose; and

WHEREAS, due to the vendor's unique experience and knowledge of the City of Adrian's Utility Financial Plan, the Utilities Director and City Administrator recommend engagement of Utility Financial Solutions, LLC, as a sole source vendor, at a cost not to exceed \$8,500 to perform the aforementioned consulting services.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of Utility Financial Solutions, LLC., in the City's Standard Professional Services Contract at a cost not to exceed \$8,500 to perform the following tasks:

- Update Financial Projections for Water and Wastewater Department, including:
- Comparing original and current projections, including updated rate adjustments;
- Prepare five year projection through FY2012-13, including recommended utility rates.
- Reconcile cost of service for wholesale customers for FY2007-08 and prepare recommendations for FY2008-09.
- Conduct staff meetings and review results with stakeholders.

BE IT, FURTHER, RESOLVED that, in the best interests of the City, the competitive bid process be waived, in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

On motion by Commissioner DuMars, seconded by Commissioner Mitzel, this resolution was adopted by a unanimous vote.

RE: DEPARTMENT OF PARKS & RECREATION – Authorization to Engage Architect to Design Island Park Restroom and Concession/Storage Buildings

RESOLUTION R08-020

WHEREAS, bids have been solicited and received for the architectural design of Island Park Restroom and Concession/Storage buildings, with the following results:

<u>Bidder</u>	<u>Location</u>	<u>Amount</u>
Dailey Engineering	Onsted, MI	\$ 7,700
Meier Architects	Adrian, MI	\$14,500; and

WHEREAS, the Parks & Recreation Director recommends engagement of the low bidder, Daily Engineering, Onsted, MI at a cost of \$7,700; and

WHEREAS, funding for design of this project is available in the General Fund – Park Capital Account (Account #101-904.00-975.000); and

WHEREAS, the Parks & Recreation Director and City Administrator recommend selection of the lowest qualified bidder and engagement of Daily Engineering, Onsted, MI in the City's Standard Professional Services Contract.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes the engagement of Daily Engineering, Onsted, MI in the City's Standard Professional Services Contract for the architectural design of Island Park Restroom and Concession/Storage buildings at a cost not to exceed \$7,700.

On motion by Commissioner Mitzel, seconded by Commissioner Osborne, this resolution was adopted by a unanimous vote.

RE: PARKS & RECREATION DEPARTMENT – Eliminate Recreation Director Position

RESOLUTION R08-021

WHEREAS, in an environment of difficult economic times, when taxpayers are experiencing harsh realities of adjustments to the global marketplace, the City of Adrian is endeavoring to be a good steward of the financial resources provided by its citizens; and

WHEREAS, due to the retirement of the Recreation Director in the Department of Parks & Recreation and redistribution of job responsibilities, the resulting vacant Recreation Director position (Position No. 691-002) can be eliminated without jeopardizing recreation services to the community; and

WHEREAS, although the aforementioned position can be eliminated immediately, there are certain retirement expenses and seasonal pool manager costs that will offset most of the savings realized for the balance of this fiscal year; and

WHEREAS, the position became vacant January 3, 2008, resulting in a gross savings for the remaining six months, offset by retirement payout of accumulated vacation and sick leave for an employee with 38 years seniority, as well as the cost of a seasonal pool manager for the month of June, leaving a net budget favorability of \$1,026; and

WHEREAS the continuing net savings is expected to approximate \$83,000 each year going forward; and

WHEREAS the City Administrator recommends that the Recreation Director position be eliminated, the current year budget be amended to reflect the net annual savings, and the ensuing year's budget reflect the \$83,000 resultant annual savings.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the elimination of the Recreation Director position (Position No. 691-002) and directs that the ensuing year's budget reflect the \$83,000 resultant annual savings.

BE IT, FURTHER, RESOLVED that the FY2007-08 Budget be amended as follows, returning \$1,026 net savings to the General Fund Contingency Account:

General Fund (101)

Parks & Recreation Department:

(101-691.00-702.000)	Salaries & Wages	\$(1,026)
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Non-Dept.:

(101-990.00-990.000)	General Fund Contingency	\$ 1,026
	Total	<u>\$ -0-</u>

On motion by Commissioner DuMars, seconded by Commissioner Osborne, this resolution was adopted by a unanimous vote.

RE: COMMUNITY DEVELOPMENT DEPARTMENT - Authorization to Proceed with Parks and Recreation Master Plan Update

RESOLUTION R08-022

WHEREAS, the a Parks & Recreation Master Plan is a critical component of the City of Adrian's planning and project implementation policies; and

WHEREAS, the current City of Adrian Parks and Recreation Master Plan was last updated and adopted by the Adrian City Commission in 2002; and

WHEREAS, a need exists to update the current Parks and Recreation Master Plan to identify capital and operating changes which have occurred during the past five years, and also to establish new capital and operating projections for the forthcoming five-year period; and

WHEREAS, the City of Adrian must submit an updated Parks and Recreation Master Plan to the Michigan Department of Natural Resources in order to have standing to apply for funding from the Michigan Natural Resources Trust Fund; and

WHEREAS, the City of Adrian Community Development Department has submitted a proposal for preparing a Parks and Recreation Plan Update for a cost of \$15,000, and the City Administrator and Parks and Recreation Director both recommend its approval; and

WHEREAS, sufficient FY2007-08 Budget funds are available for this purpose in the following accounts:

(101-691.00-801.000) Parks & Recreation Contract Services	\$ 5,026.67
(101-697.00-801.000) Parks & Forestry	5,026.67
(101-699.00-801.000) Fee Estate Maintenance	<u>5,026.66</u>
Total	<u>\$15,080.00</u>

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the Community Development Department's proposal for updating the City of Adrian Parks and Recreation Master Plan at a cost not to exceed \$15,000, and authorizes commencement of work under such proposal.

On motion by Commissioner Mitzel, seconded by Commissioner Steele, this resolution was adopted by a unanimous vote.

**RE: DEPARTMENT OF TRANSPORTATION– Authorization to Revise
Contract for Transportation Building Site Stabilization**

RESOLUTION R08-023

WHEREAS, the City of Adrian has been awarded several Federal grants, totaling \$1,268,000, to construct a new transportation facility for the City of Adrian's Dial-A-Ride and Lenawee County Transportation Systems; and

WHEREAS, on March 7, 2005, the Adrian City Commission, by Resolution R05-043, selected the firm of CDPA, Southfield, MI to perform architectural and design engineering services for a new transportation facility, including administrative and dispatch offices, locker room and lunch facilities for bus drivers, as well as repair bays and indoor parking facilities for both Lenawee Transportation and Dial-A-Ride busses; and

WHEREAS, on April 16, 2007, after appropriate environmental evaluations by Villa Environmental Consultants, Benton Harbor, MI, the Adrian City Commission authorized the purchase and consolidation of three (3) parcels of property located at 349-377 Logan Street for this purpose; and

WHEREAS, the construction contract has been awarded to CMA Design/Build, Inc. Shelby Twp., MI in the amount of \$1,274,676 and Change Order #1 approved for \$31,560 for site stabilization;

WHEREAS, after soliciting and receiving competitive bids with the following results, the City Engineer recommends rescinding Change Order #1 in favor of contracting directly with Brady Sand & Gravel, Inc., Tecumseh, MI at a reduced not-to-exceed cost of \$23,250:

<u>Vendor</u>	<u>Location</u>	<u>Maximum Amount @ 1500 Cu. Yds.</u>
Brady Sand & Gravel, Inc.	Tecumseh, MI	\$23,250
Slusarski Excavating & Paving	Adrian, MI	\$36,750

WHEREAS, sufficient funds are available in the Economic Development Fund Budget – MDEQ Silo Demolition Grant – Contract Services Account (276-835.00-801.000) for this purpose; and

WHEREAS, the City Administrator recommends approval of this resolution, rescinding Change Order #1 of the construction contract with CMA Design/Build, Inc., Shelby Twp., MI, in the amount of \$31,560 for the transportation building site stabilization, and entering into the city's Standard Professional Services Contract with Brady Sand & Gravel, Inc., Tecumseh, MI, at a reduced not-to-exceed cost of \$23,250.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes rescinding Change Order #1 of the construction contract with CMA Design/Build, Inc., Shelby Twp., MI, in the amount of \$31,560 for the transportation building site stabilization and entering into the city's Standard Professional Services Contract with Brady Sand & Gravel, Inc., Tecumseh, MI at a reduced cost, not-to-exceed \$23,250.

On motion by Commissioner Steele, seconded by Commissioner Osborne, this resolution was adopted by a 5-2-0 vote.

AYES: Mayor McDowell, Commissioners Osborne, Valentine, Steele and DuMars

NAYS: Commissioners Mitzel and Clegg

Prior to voting on the above resolution (R08-023), the City Commission and Administrator Nelson discussed the events that led to the revision of the contract for the transportation building site stabilization, with Kristin Bauer, City Engineer, and Marcia Bohannon, Transportation Director, providing additional information and answering questions.

MISCELLANEOUS

1. DDA Minutes (1-9-08)
2. D.A.R.T. Passenger Ridership Report
3. Community Development Work Program Status Report
4. Departmental Report
5. Fire Department Report

The next regular meeting of the Adrian City Commission will be held on Monday, February 4, 2008, at 7:00 p.m. in the Commission Chambers on the 2nd floor of Adrian City Hall, 100 E. Church St., Adrian, MI 49221.

Gary E. McDowell
Mayor

Pat Baker
City Clerk

PRESENTATION OF
ACCOUNTS

February 4, 2008

I have examined the attached vouchers and recommend approval of them for payment.



Dane C. Nelson
City Administrator

DCN:bjw

RESOLVED, that disbursements be and they are hereby authorized for warrants directed to be drawn on the City Treasurer for the following:

Utility Department Vouchers	
Vouchers #2755 through #2761.....	\$ 131,310.98
General Fund	
Vouchers #18522 through #18535	514,280.03
Clearing Account Vouchers	
amounting to.....	<u>\$ 706,379.84</u>
TOTAL EXPENDITURES	<u>\$1,351,970.85</u>

On motion by Commissioner _____,
seconded by Commissioner _____,
this resolution was adopted by a _____ vote.

February 4, 2008

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
<u>Receiving</u>			
2755	City of Adrian: Payroll	Payroll for Jan 18	\$ 20,606.51
2756	City of Adrian: Utilities	Various Water Bills	\$ 917.81
2757	City of Adrian: Clearing	Jan 21 Check Register	\$ 127,013.79
2758	Citizens Gas Fuel Co	Various Heat Bills	\$ 17,444.24
2759	Consumers Energy	Various Electric Bills	\$ 41,957.35
2760	City of Adrian: Payroll	Payroll for Jan 25	\$ 50,261.68
2761	Verizon North	O&M Phone	\$ 123.39
Total			\$ 258,324.77
LESS: CK# 2757			\$ 127,013.79
TOTAL			\$ 131,310.98

4-Feb-08

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
18522	\$ 18,670.59	City of Adrian: Payroll	Payroll for Jan 18
18523	\$ 3,438.70	Bank of Lenawee	Soc Security for Jan 18
18524	\$ 600.28	City of Adrian: Utilities	Record Expenses
18525	\$ 307,962.34	City of Adrian: Clearing	Jan 21 Check Register
18526	\$ 16,479.25	Consumers Energy	Various Electric Bills
18527	\$ 4,126.69	Citizens Gas Fuel Co	Various Heat Bills
18528	\$ 166.72	Verizon North	Various Phone Bills
18529	\$ 4,363.33	Quick Service Transportation	Payroll W/E Jan 19
18530	\$ 296,966.66	City of Adrian: Payroll	Payroll for Jan 25
18531	\$ 15,881.08	Bank of Lenawee	Soc Security for Jan 25
18532	\$ 117,107.23	Blue Cross Blue Shield of MI	Feb Hospitalization
18533	\$ 31,766.50	Lenawee Fuels Inc	DPW Gas & Diesel Fuel
18534	\$ 233.53	Verizon North	Police,Bohn Phone
18535	\$ 4,479.47	Quick Service Transportation	Payroll W/E Jan 27

\$	822,242.37	
\$	(307,962.34)	Less: CK# 18525
\$	514,280.03	

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. CITY OF ADRIAN	9,603.20		
2. ADRIAN LOCKSMITH & CYCLERY	100.00		
3. ADRIAN MECHANICAL SERVICES C	781.37		
4. ADRIAN-TECUMSEH FENCE CO	1,700.00		
5. ALEXANDER CHEMICAL CORP.	1,900.00		
6. ALL METALS INC.	718.37		
7. AMERICAN WATER WORKS ASSN	150.00		
8. APPLGATE HEATING INC	35.00		
9. ARCH WIRELESS	28.42		
10. ASHLAND BOOKS	49.50		
11. BAKER & TAYLOR BOOKS	1,974.94		
12. BALES INC	819.50		
13. VIRGINIA BARRETT	110.00		
14. TIM BARTENSLAGER	800.00		
15. BASELINE CONSTRUCTORS, INC	27,873.40		
16. BATTERY WHOLESALE	89.76		
17. GREG BELL CHEVROLET, INC	31.49		
18. BLACK SWAMP EQUIPMENT	77.00		
19. JOANNE BOLDT	110.00		
20. BONA & KOLB ARCHITECTS	2,400.00		
21. MARJORY BRIGHTON	110.00		
22. BUCK & KNOBBY EQUIP CO INC	375.00		
23. RENE CABRERA	400.00		
24. JEANNE CARIS	165.00		
25. CARUS PHOSPHATES INC.	3,434.65		
26. CHAMBERS CONTROL COMPANY	3,942.50		
27. CLIFT BUICK-PONTIAC-GMC	179.70		
28. CMA CONSTRUCTION SERVICES	33,000.00		
29. COAST TO COAST DELI	56.00		
30. COMMERCE CLEARING HOUSE INC	144.00		
31. COMPUTER CARE COMPANY, INC.	129.95		
32. CONSULTING ENGINEERING ASSOC	11,150.00		
33. CONSUMER REPORTS	44.00		
34. CRANE 1 SERVICES INC	375.00		
35. CUTLER DICKERSON CO	330.75		
36. ARLENE ECKLUND	125.00		
37. ELECTRIC TOOL & EQUIPMENT IN	72.65		
38. EUROSPT	80.95		
39. EXTREME GLOW	222.00		
40. FASTENAL COMPANY	550.85		
41. FEDERAL EXPRESS	351.73		
42. CAROL FISHER	165.00		
43. JULE FOSBENDER	100.00		
44. GALE	3,518.30		
45. GALL'S INC	50.23		
46. J.O. GALLOUP COMPANY	158.50		
47. GLOBAL COMPUTER SUPPLIES	56.66		
48. W W GRAINGER	115.69		
49. GREENWOOD PUBLISHING GROUP	64.07		
50. GREY HOUSE PUBLISHING	332.50		
51. DENISE GRITZMAKER	400.00		
52. HABITEC SECURITY INC	81.00		
53. HACH COMPANY	125.69		
54. HARMON SIGN CO	160.00		
55. HAZEN & SAWYER	37,256.00		
56. JOAN HENNING	125.00		
57. SUSAN HENRY	110.00		
58. HESCO	2,436.25		
59. HUBBARDS AUTO CENTER	314.31		
60. HURON LIME INC.	5,794.26		
61. ICMA RETIREMENT CORPORATION	198.78		
62. IDEXX LABORATORIES, INC.	921.07		
63. IMAGE GALLERY	55.00		
64. INDUSTRIAL MILL SUPPLY CORP	280.71		
65. INGRAM LIBRARY SERVICES	288.08		
66. INTERNATIONAL SOCIETY OF	180.00		
67. JACKSON TRUCK SERVICE INC.	102.45		
68. JAMES DELIVERY SERVICE	190.00		
69. JONES & HENRY, ENGINEERS	2,986.47		
70. JONES CHEMICAL INC.	3,020.16		
71. KEMIRA WATER SOLUTIONS INC	4,624.20		
72. KIMBALL MIDWEST	238.20		
73. RUTH KNAUSS	32.00		
74. KNISEL'S TREE SERVICE	300.00		
75. LANSING SANITARY SUPPLY INC	26.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. LEGACY PRINTING	240.90		
77. LENAWEE COUNTY COMMUNITY	610.00		
78. LENAWEE COUNTY FAIR GROUNDS	825.00		
79. LENAWEE COUNTY PRINTER	480.34		
80. LENAWEE INTERMEDIATE SCHOOL	3,650.33		
81. THE F.B. LEOPOLD CO. INC	587.57		
82. LEWIS AUTO TRIM	200.00		
83. LOWE'S CREDIT SERVICES	1,307.56		
84. E.T. MACKENZIE CO	330,817.43		
85. JEAN MACNAUGHTON	125.00		
86. MANPOWER OF LANSING MI INC.	979.20		
87. ELEANOR MCCARY	100.00		
88. SUSAN MCELFRISH	165.00		
89. MCGOWAN ELECTRIC SUPPLY INC	536.22		
90. MARLENE MCKIMMY	110.00		
91. RONALD MCKIMMY	110.00		
92. MECHANICAL INSPECTORS ASSOC	395.00		
93. MEIJER, INC	103.32		
94. METROPOLITAN UNIFORM CO	394.48		
95. MICHIGAN ASSOCIATION	35.00		
96. MICHIGAN ASSOCIATION OF	205.00		
97. MICHIGAN CORPORATE OFFICE PL	1,100.00		
98. MICHIGAN GARDENER	64.00		
99. MICHIGAN PIPE & VALVE INC	939.84		
100. STATE OF MICHIGAN	1,171.00		
101. MICHIGAN STATE POLICE	1,741.14		
102. MICROMARKETING LLC	73.00		
103. MIDWEST TAPE	282.07		
104. BARB MITCHELL	110.00		
105. ELEANOR MITCHELL	110.00		
106. MONROE PLUMBING & HEATING	5,194.80		
107. H T MORIARTY CO INC	300.30		
108. MORTON INTERNATIONAL	8,313.68		
109. MARCIE MORTON	40.00		
110. MUGS N' MORE IMAGING	305.28		
111. MUNICIPAL EMPLOYEES' RETIRE	81,139.55		
112. NAPA AUTO & TRUCK PARTS	10.00		
113. NATIONAL DIAGNOSTICS, INC.	10.00		
114. NEOPOST INC.	1,631.70		
115. NICHOLS	545.25		
116. SUE NORTH	125.00		
117. BARB NOWLAND	150.00		
118. OMNIGRAPHICS INC.	150.22		
119. LYDIA OPRSA	125.00		
120. PITNEY BOWES INC	954.12		
121. PLATINUM PLUS	2,988.62		
122. POLARIS INC	225.00		
123. PREIN & NEWHOF ENGINEERS	272.00		
124. QUICK SERVICE TRANSPORTATION	1,933.59		
125. QUILL CORPORATION	581.74		
126. C.S. RAYMER CO INC	53,046.00		
127. REG II PLANNING COMMISSION	50.00		
128. CAROL RIES	110.00		
129. KEVIN RIZE	500.00		
130. S N S CLEANING SERVICE	1,592.00		
131. KEITH SCHULTZ	90.00		
132. SELECTIVE DATA SYSTEMS	14.00		
133. SERVICE ELECTRIC CO OF ADRIA	71.00		
134. SILER ASSOCIATES INC.	1,220.00		
135. SJS INVESTMENT CONSULTING IN	750.00		
136. SLUSARSKI EXCAVATING & PAVIN	1,440.00		
137. JANE SMITH	150.00		
138. JENNIFER SPELLER	110.00		
139. SPENCER MANUFACTURING INC.	273.65		
140. STAPLES	736.48		
141. STATE CHEMICAL MFG CO.	234.86		
142. SUNRISE SUPPLIES INC.	94.84		
143. SUPER LAUNDROMAT &	155.30		
144. T & L RENTALS	90.00		
145. T-J ROOFING & SHEET METAL, L	1,992.70		
146. T-MOBILE	29.99		
147. TC3NET	240.00		
148. TIME EMERGENCY EQUIPMENT	3,725.00		
149. CARLOS TORRES	165.00		
150. TRACTOR SUPPLY COMPANY	31.81		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. THE TRUCK SHOP INC	1,039.00	_____	_____
152. UNDERGROUND PIPE & VALVE	4,720.00	_____	_____
153. UNITED STATES PLASTIC CORP	23.40	_____	_____
154. UPSTART LIBRARY PROMOTIONS	65.25	_____	_____
155. URS CORPORATION	3,422.36	_____	_____
156. UTILITIES INSTRUMENTATION	2,882.96	_____	_____
157. VAN ERT'S LAWN SERVICE	580.00	_____	_____
158. WARREN HOLDING CO LLC	1,300.00	_____	_____
159. HOYT E. WHELAN CO.	90.50	_____	_____
160. WRIGHT SIGNS INC.	3,381.23	_____	_____
TOTAL ALL CLAIMS	706,379.84		

COMMUNICATIONS



January 17, 2008

Dane C. Nelson, City Administrator
City of Adrian
100 E. Church St.
Adrian, MI 49221

Dear Mr. Nelson:

Comcast is committed to offering the best value in home entertainment in our competitive marketplace, providing a wide variety of programming and an array of packages to accommodate customers' preferences.

Comcast offers customers unprecedented choice with bundled video, voice and high-speed Internet services that offer cost savings and the convenience of one provider. We've more than doubled the amount of viewing choices for customers who now have more Video On Demand viewing options than ever in the history of cable television. Our customers now have access to more than 10,000 Video On Demand titles each month, the vast majority of which are available for no additional charge to Digital Cable customers. We've also boosted Internet speeds four times over the last four years for no additional cost.

Comcast is working every day to improve the customer experience by hiring more call center and field service representatives, increasing appointment availability, and investing in new customer care technologies.

Due to increased investments we're making in technology, programming and customer care to bring our customers the best products and services, beginning March 1, 2008 we are adjusting the prices on our video products. Price adjustments reflect the increased cost and value of these services, and the ongoing investments in the Michigan market to provide advanced products and improve customer service. There are no increases for our high-speed Internet service. This is the fifth consecutive year that we have not increased our high-speed Internet prices.

Enclosed please find a copy of the notification to our subscribers which will provide you with further detailed information regarding the scheduled price adjustment.

If you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 734-254-1888.

Sincerely,

Frederick G. Eaton
Government Affairs Manager
Comcast, Midwest Region
41112 Concept Drive
Plymouth, MI 48170

Encl.

Addison, Adrian, Britton, Dover, Fairfield, Hudson, Madison, Palmyra, Raisin, Ridgeway, Rollin, Tecumseh and Woodstock

As part of our continuing effort to keep you informed about your Comcast Cable Services, we are writing to notify you of some upcoming price changes. Effective March 2008, the following price changes will occur: Basic \$13.75 to \$14.99; Expanded Basic \$37.24 to \$38.50; Preferred Basic \$50.99 to \$53.49; Digital Services: Classic \$11.95 to \$14.95; Preferred \$15.95 to \$16.95; Digital Packages: Starter \$52.98 to \$55.48; Preferred \$66.94 to \$70.44; Preferred with 1 premium \$80.99 to \$85.99; Preferred with 2 premiums \$91.99 to \$96.99; Premier (no SEP) \$102.99 to \$108.99; Premier (incl. SEP) \$102.99 to \$116.98; On Demand Digital Packages: Classic \$62.94 to \$68.44; Silver \$76.99 to \$83.99; Gold \$87.99 to \$94.99; Platinum \$98.99 to \$106.99; Sports Entertainment Package (SEP) \$5.99 to \$7.99; Digital Video Recorder \$11.95 to \$13.95; Whole-House Wire Maintenance will no longer be a part of our digital packages and will only be sold as an ala carte service. Please call Comcast at the number on your invoice if you have any questions.

Some customers, with specific discount prices, will also receive these messages:

Effective March 2008, your promotional Sports & Entertainment Package rate will change from \$2.99 to \$5.99. Please call Comcast at the number on your invoice if you have any questions.

Effective March 2008, your promotional Digital Starter Package rate will change from \$50.99 to \$55.48. Please call Comcast at the number on your invoice if you have any questions.

Effective March 2008, the non-addressable converter will change from \$0.80 to \$4.00. Please call Comcast at the number on your invoice if you have any questions.

Effective March 2008, the non-addressable converter will change from \$1.00 to \$4.20. Please call Comcast at the number on your invoice if you have any questions.

C-2



MEMO

Date: January 21, 2008

To: Hon. Gary McDowell, Mayor
Adrian City Commissioners
Dane C. Nelson City Administrator

From: Jeffrey C. Pardee, C. P. F. O.
Finance Director

A handwritten signature in black ink, appearing to read "Jeffrey C. Pardee".

Re: **FY2008-09 Preliminary Revenue Estimates**

Please find attached the Preliminary Revenue Estimates for the FY2008-09 Budget. Included is:

- Actual revenue for the prior two Fiscal Years,
- The current year Adopted Budget,
- The current amended budget and actual revenue for the current fiscal year (as of December 31, 2007), and
- FY2008-09 Preliminary Revenue Estimate.

Overall, General Fund Revenues are expected to decrease by \$42,013 (0.3%) from the FY2007-08 Adopted Budget primarily due to the following:

- Property tax revenue reflects the completed reappraisal process for Residential and Commercial property and shows a year-to-year increase in Taxable Value of Real Property amounting to \$167,245 (2.4%). Reappraisal values for industrial property will be added next year. Personal Property Tax Revenue, on the other hand, shows a significant decrease amounting to (\$203,359) or -18.5% resulting from the business closures at Dura Convertible and Ixtlan. As a result of the net growth in Taxable Value being less than the rate of inflation as measured by the Consumer Price Index (CPI), the Tax Rate, as constrained by the Headlee Constitutional Tax Limitation Amendment, will not be rolled back, leaving an overall net decrease of (\$36,114) or -0.6%.
- Rental Housing Registrations are expected to decrease by (\$28,000) due to nature of the three-year cycle for registering rental property.

All Other Funds, excluding the General Fund, experience a net decrease of (\$5.5) million. Significant changes in Other Funds include: Elimination of draw down on Wastewater Fund Balance (\$1.2) million; lower Wastewater billings to residential, industrial and commercial customers (\$.5) million; lower note proceeds due to completion of Wastewater Digest Project (\$.9) million; elimination of the budgeted General Fund Advance to the Water Fund and the repeat of the reimbursement for design costs for the Ground Water Project from the State Revolving Fund (\$1.0) million; reduction of the

Wastewater Fund Contribution to the Wastewater Capital Projects Fund (\$.8) million;
Major Street Fund revenue decreased due to completion of the Beecher Street Project
(\$.9) million.

The Preliminary Revenue Estimates are being forwarded to the City Commission as an
information item on their February 4th agenda. If you have any questions or need for
further information, please contact my office.

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 101 - GENERAL FUND						
201.00 FINANCE DEPARTMENT						
445.000 PENALTIES & INTEREST ON TAXES	\$58,635	\$57,020	\$46,000	\$46,000	\$12,346	\$50,000
480.000 DOG LICENSES	2,564	1,932	2,500	2,500	543	2,000
607.000 TAX COLLECTION FEES	207,971	221,352	200,000	200,000	166,173	200,000
609.000 CONSUMER ENERGY COLLECTION FEES	0	0	5,000	5,000	0	0
664.000 INTEREST	304,884	377,447	299,532	299,532	184,764	350,000
665.000 CHANGE IN FAIR MARKET VALUE	(27,230)	0	0	0	0	0
683.000 SALE OF PROPERTY	0	18,236	0	0	0	0
685.000 SALE OF EQUIPMENT	3,378	2,583	3,000	3,000	0	3,000
696.000 CASH OVER/SHORT	(613)	(11)	0	0	54	0
TOTAL FINANCE DEPARTMENT	\$549,589	\$678,559	\$556,032	\$556,032	\$363,880	\$605,000
209.00 CITY ASSESSOR						
444.000 PRICIPEL RESIDENCE DENIAL PENALTY	\$0	\$0	\$0	\$0	\$1,002	\$1,000
TOTAL CITY ATTORNEY	\$0	\$0	\$0	\$0	\$1,002	\$1,000
210.00 CITY ATTORNEY						
488.000 CONTRACT SERVICES	\$0	\$917	\$0	\$30,000	\$10,087	\$11,000
TOTAL CITY ATTORNEY	\$0	\$917	\$0	\$30,000	\$10,087	\$11,000
215.00 CITY CLERK						
459.000 AMUSEMENTS	\$2,585	\$4,540	\$2,000	\$2,000	\$180	\$3,000
608.000 SCHOOL ELECTION FEES	0	9,661	8,000	8,000	0	9,000
TOTAL CITY CLERK	\$2,585	\$14,201	\$10,000	\$10,000	\$180	\$12,000
226.00 HUMAN RESOURCES DEPARTMENT						
691.000 VENDING PROCEEDS-WELLNESS	\$136	\$167	\$100	\$100	\$11	\$100
693.000 WELLNESS PROCEEDS	100	34	0	0	0	100
TOTAL HUMAN RESOURCES	\$236	\$201	\$100	\$100	\$11	\$200

**CITY OF ADRIAN
FY2008-09 BUDGET
PRELIMINARY ESTIMATED REVENUE**

ACCOUNT	DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
276.00	CEMETERY						
625.000	ENGRAVING	\$0	\$865	\$500	\$500	\$645	\$600
628.000	FOUNDATIONS - CEMETERY	9,781	9,850	10,000	10,000	6,214	10,000
629.000	GRAVE OPENINGS	37,439	37,105	35,000	35,000	20,010	37,000
630.000	UPKEEP OF CEM LOTS (NOT PC)	8,625	7,577	10,000	10,000	0	8,000
643.000	CEMETERY LOTS	2,497	1,180	2,000	2,000	1,475	2,000
	TOTAL CEMETERY	\$58,342	\$56,577	\$57,500	\$57,500	\$28,344	\$57,600
301.00	POLICE DEPARTMENT						
455.000	PARKING ON STREETS	\$1,393	\$879	\$1,000	\$1,000	\$383	\$1,000
504.000	POLICE RADIO UPGRADE GRANT	12,779	0	0	0	0	0
508.000	TRAFFIC GRANT	7,105	0	0	0	0	0
513.000	BULLET PROOF VEST GRANT	1,354	3,955	0	0	0	0
514.000	LIVE SCAN FINGERPRINTING	0	16,670	0	0	0	0
515.000	OHSP TRAFFIC GRANT	0	6,251	0	3,000	6,867	0
534.000	NARCOTIC ENFORCEMENT GRANT	16,724	14,205	16,000	16,000	8,570	0
538.000	POLICE JAG GRANT - FIREARMS	0	0	0	12,543	0	0
543.000	POLICE TRAINING GRANT	7,727	7,635	7,000	7,000	3,882	0
576.000	LIQUOR LICENSES	13,229	13,336	13,000	13,000	13,271	13,000
624.000	LIVESCAN APPLICANT FINGERPRINTING	0	1,929	13,800	13,800	3,888	8,000
627.000	DUPLICATING & PHOTOSTATS	5,358	5,419	5,500	5,500	2,289	5,000
656.000	PARKING FINES	11,838	10,255	10,000	10,000	11,273	11,000
659.000	ORDINANCE FINES & COSTS	103,808	79,815	100,000	100,000	38,472	80,000
660.000	TOW & IMPOUND FEES	28,670	14,320	20,000	20,000	10,590	20,000
676.701	CONTRIB. - TRUST FUND	0	0	0	7,305	6,000	0
683.000	SALE OF PROPERTY	0	0	0	0	1,819	2,000
684.000	SAFETY CITY	691	8,161	4,000	4,000	504	2,000
689.000	MOTORCYCLE SPONSORSHIP	4,600	0	4,000	4,000	0	2,000
694.000	SEX OFFENDER REGISTRATION	175	325	200	200	245	200
	TOTAL POLICE DEPARTMENT	\$215,451	\$183,155	\$194,500	\$217,348	\$108,053	\$144,200

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT	DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
336.00	FIRE DEPARTMENT						
500.000	FIREFIGHTERS ASST GRANT	\$0	\$75,915	\$0	\$35,280	\$0	\$0
502.000	PL CODE PROJECT - FIRE	0	2,868	0	0	0	2,000
524.000	FIRE PREVENTION GRANT	0	9,840	0	0	0	0
686.000	FIRE TRAINING CLASSES	0	180	500	500	0	500
	TOTAL FIRE DEPARTMENT	\$0	\$88,803	\$500	\$35,780	\$0	\$2,500
371.00	INSPECTION						
452.000	ELECTRICAL CONTRACTORS	\$125	\$20	\$200	\$200	\$0	\$100
453.000	HEATING & PLUMBING	0	0	100	100	0	100
454.000	JUNK DEALERS & SCAVENGERS	70	170	100	100	10	100
456.000	TAXI	0	0	100	100	0	100
458.000	VENDORS-HAULERS & PEDDLERS	1,141	1,295	1,000	1,000	300	1,000
460.000	BOWLING & BILLIARD	120	0	200	200	0	100
463.000	PERMITS-SIGNS & HANGERS	1,684	1,968	1,500	1,500	826	1,500
477.000	BUILDING	323,321	158,966	130,000	130,000	76,082	150,000
478.000	ELECTRICAL	56,681	41,320	50,000	50,000	16,730	40,000
479.000	HEATING	45,898	35,149	36,000	36,000	12,848	35,000
482.000	PLUMBING	23,933	15,874	15,000	15,000	4,965	15,000
483.000	SEWER TAPPING	201	200	200	200	81	200
485.000	ZONING PERMITS & FEES	6,371	3,320	6,000	6,000	2,425	5,000
486.000	MISCELLANEOUS	627	0	100	100	0	100
487.000	RENTAL HOUSING REGISTRATION	14,800	9,635	38,000	38,000	43,545	10,000
	TOTAL INSPECTION	\$474,972	\$267,917	\$278,500	\$278,500	\$157,812	\$258,300

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT	DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
441.00	DEPARTMENT OF PUBLIC WORKS						
481.000	SIDEWALK-CURB & EXCAVATING	\$77	\$34	\$200	\$200	\$40	\$100
631.000	REFUSE COLLECTION	410	423	400	400	170	400
673.111	SNOW REMOVAL	2,804	0	2,500	2,500	0	0
673.205	SIDEWALK BILLING	24,790	0	20,000	20,000	0	0
	TOAL DEPT OF PUBLIC WORKS	\$28,081	\$457	\$23,100	\$23,100	\$210	\$500
449.00	ENGINEERING						
671.000	RENTS	\$13,650	\$24,150	\$30,000	\$30,000	\$23,475	\$24,000
	TOTAL ENGINEERING	\$13,650	\$24,150	\$30,000	\$30,000	\$23,475	\$24,000

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT	DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
691.00	PARKS & RECREATION						
651.052	USE/ADM FEES-REC-PLAYGROUNDS	\$4,626	\$984	\$0	\$0	\$0	\$1,000
651.053	USE/ADM FEES-REC-CONCESSIONS	22,769	24,684	23,700	23,700	14,001	24,000
651.054	USE/ADM FEES-REC-YOUTH SPORTS	54,569	53,873	50,900	50,900	18,108	54,000
651.055	USE/ADM FEES-REC-ADULT SPORTS	74,535	71,385	81,000	81,000	37,945	75,000
651.056	USE/ADM FEES-REC-YOUTH PROGRAM	14,058	15,129	10,000	10,000	5,548	12,000
651.057	USE/ADM FEES-REC-NON-RESIDENT	230	30	0	0	0	0
651.058	USE/ADM FEES-REC-SPECIAL EVENT	34,237	22,731	31,000	31,000	13,393	26,000
651.059	USE/ADM FEES-REC-PIOTTER CENTE	21,136	24,959	23,700	23,700	12,724	24,000
651.060	USE/ADM FEES-REC-SKATE PARK	10,402	5,954	6,400	6,400	2,250	6,000
651.061	USE/ADM FEES-REC-AQUATICS	88,507	95,152	85,000	85,000	33,303	85,000
651.062	USE/ADM FEES-REC-ADULT CLASSES	14,725	11,832	12,500	12,500	5,586	12,000
651.063	USE/ADM FEES-REC-ICE RINK OPER	18	0	100	100	0	100
651.070	USE/ADM FEES-REC-AMUSE TCKS	14,286	7,518	14,200	14,200	4,740	9,000
651.071	USE/ADM FEES-REC-HAUNTED BARN	0	378	0	0	212	100
651.072	USE/ADM FEES-REC-SHELTER USE	8,988	6,157	7,700	7,700	5,338	8,000
	TOTAL PARKS & RECREATION	\$363,086	\$340,766	\$346,200	\$346,200	\$153,148	\$336,200
697.00	PARKS & FORESTRY						
521.000	EMERALD ASH BORER GRANT	\$0	\$0	\$0	\$18,000	\$17,750	\$0
673.106	WEED MOWING	0	0	0	11,000	11,360	11,000
698.000	SALE OF BONDS/NOTES	0	0	0	2,000,000	0	0
	TOTAL PARKS & FORESTRY	\$0	\$0	\$0	\$2,029,000	\$29,110	\$11,000

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT	DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
738.00	ADRIAN PUBLIC LIBRARY						
567.000	LIBRARY STATE AID	\$8,829	\$8,434	\$6,000	\$6,000	\$4,420	\$8,000
627.000	DUPLICATING & PHOTOSTATS	0	0	2,500	2,500	813	2,000
651.000	USE/ADM FEES-LIBRARY CONCESSIONS	0	0	1,000	1,000	91	500
657.000	LIBRARY BOOK FINES	13,813	13,777	10,000	10,000	6,847	13,000
658.000	PENAL FINES	128,829	129,493	130,000	130,000	131,303	130,000
671.000	LIBRARY RENT	0	0	1,800	1,800	50	1,000
	TOTAL ADRIAN PUBLIC LIBRARY	\$151,471	\$151,704	\$151,300	\$151,300	\$143,524	\$154,500

**CITY OF ADRIAN
FY2008-09 BUDGET
PRELIMINARY ESTIMATED REVENUE**

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Dept 990.00 NON-DEPARTMENTAL						
404.000 CURRENT REAL PROPERTY TAX	\$4,652,571	\$4,913,458	\$5,318,768	\$5,318,768	\$5,223,661	\$5,486,013
405.000 CURRENT PERS PROP TAX	980,513	1,029,922	1,098,691	1,098,591	1,023,464	895,332
407.000 CURRENT REFUSE MILLAGE	422,729	438,136	450,600	450,600	479,154	487,198
425.000 PAYMENT IN LIEU OF TAXES	39,259	38,811	39,000	39,000	40,973	40,000
457.000 TRAILER	4,738	4,565	4,600	4,600	2,128	4,600
575.000 SALES & USE TAX	2,408,301	2,383,155	2,300,000	2,300,000	882,997	2,300,000
644.000 PRINTED MATERIALS	270	90	100	100	0	100
661.000 CIVIL INFRACTIONS	3,700	1,000	3,800	3,800	1,500	3,000
670.000 WATER DEPARTMENT	7,800	0	0	0	0	0
675.000 DONATIONS-PRIVATE	0	29,920	100	100	20	100
675.059 DONATIONS-SENIOR CENTER	0	42,667	0	0	0	100
675.073 DONATIONS-PRIVATE-LIBRARIES	2,973	8,256	6,000	9,809	45,870	6,000
675.076 DONATIONS-PRIVATE-FEE ESTATE	656,057	1,173,270	865,946	865,946	370,804	870,674
675.077 DONATIONS-PRIVATE-TV CABLE	183,065	239,999	183,000	183,000	92,610	185,000
675.080 DONATIONS-CITY WIDE CITY PRIDE	0	0	1,000	1,000	0	500
676.191 CONTRIB-HAVA FEDERAL GRANT	54,623	0	0	0	0	0
676.275 CONTRIB-COM DEVEL FUND	36,388	32,915	36,000	0	0	33,000
676.276 CONTRIB-ECON DEVEL FUND	25,000	37,500	39,493	39,493	19,746	39,000
676.281 CONTRIB-DDA - T.I.F. FUND	31,388	10,000	10,000	10,000	0	10,000
676.590 CONTRIB-DDA - SEWER FUND	0	0	40,000	40,000	0	40,000
676.701 CONTRIB-TRUST FUND	7,970	5,945	0	24,395	0	100
676.702 CONTRIB-ENDOWMENT TRUST FUND	94	4,129	1,000	1,000	47	100
676.711 CONTRIB-PERPETUAL CARE FUND	30,993	21,729	30,000	30,000	7,623	30,000
695.000 OTHER	168,725	183,657	200,000	200,000	109,321	185,000
697.000 PRIOR YEARS REVENUE	0	0	0	1,083,733	0	0
TOTAL NON-DEPARTMENTAL	\$9,717,157	\$10,599,124	\$10,628,098	\$11,703,935	\$8,299,918	\$10,615,817
TOTAL GENERAL FUND	\$11,574,620	\$12,406,531	\$12,275,830	\$15,468,795	\$9,318,754	\$12,233,817

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 202 - MAJOR STREET FUND						
512.000 CMAQ GRANT	\$62,554	\$0	\$157,818	\$157,818	\$0	\$0
516.202 BEECHER STREET PAVING GRANT	0	375,000	375,000	375,000	0	0
517.000 MAPLE AVENUE PAVING GRANT	0	281,250	0	0	0	0
527.202 CMAQ KIWANIS TRAIL EXT. GRANT	0	0	25,000	25,000	0	0
546.000 GAS & WEIGHT TAX	979,830	969,748	1,000,000	1,000,000	489,315	1,000,000
547.000 STATE TRUNKLINE MAINT	45,931	57,776	46,000	46,000	7,625	46,000
664.000 INTEREST	45,893	86,135	20,000	20,000	2,813	20,000
676.101 CONTRIB-GENERAL FUND	0	0	0	0	0	0
676.203 CONTRIB-LOCAL STREET	0	0	0	0	0	0
676.599 CONTRIB-CAPITAL PROJ REV FUND	0	0	94,920	122,920	0	0
695.000 OTHER	5,000	0	0	0	2,267	0
697.000 PRIOR YEARS' REVENUE	0	0	508,910	1,413,774	0	0
TOTAL MAJOR STREET FUND	\$1,139,208	\$1,769,909	\$2,227,648	\$3,160,512	\$502,020	\$1,066,000
Fund 203 - LOCAL STREET FUND						
546.000 GAS & WEIGHT TAX	\$329,391	\$330,010	\$330,000	\$330,000	\$163,656	\$330,000
577.000 METRO ACT	59,617	59,350	60,000	60,000	0	60,000
664.000 INTEREST	0	688	500	500	1,941	2,000
676.202 CONTRIB-MAJOR STREET FUND	244,900	189,961	250,000	250,000	0	100,000
676.599 CONTRIB-CAPITAL PROJ REV FUND	111,753	109,075	63,067	63,067	0	101,964
697.000 PRIOR YEARS' REVENUE	0	0	0	297,181	0	0
699.204 TRANSFERS IN - MUNI ST FUND	415,000	395,000	463,875	463,875	0	466,315
TOTAL LOCAL STREET FUND	\$1,160,661	\$1,084,084	\$1,167,442	\$1,464,623	\$165,597	\$1,060,279
Fund 204 - MUNICIPAL STREET FUND						
402.000 CURRENT PROP TAX-SPEC VOTED	\$421,928	\$436,671	\$456,875	\$456,875	\$419,199	\$456,315
664.000 INTEREST	3,336	8,857	7,000	7,000	7,710	10,000
695.000 OTHER	0	0	0	0	18	0
TOTAL MUNICIPAL STREET FUND	\$425,264	\$445,528	\$463,875	\$463,875	\$426,927	\$466,315

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 267 - OMNI FUND						
663.000 OMNI FORFEITURES	\$35,165	\$160,588	\$72,000	\$72,000	\$19,171	\$40,000
664.000 INTEREST	2,868	4,610	3,000	3,000	2,570	4,000
671.000 RENTS	0	1,950	2,000	2,000	0	2,000
695.000 DONATIONS-PRIVATE	95	0	400	400	0	100
TOTAL OMNI FUND	\$38,128	\$167,148	\$77,400	\$77,400	\$21,741	\$46,100

CITY OF ADRIAN
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 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE	
Fund 275 - COMMUNITY DEVELOPMENT FUND							
520.000	CDBG - PROGRAM INCOME	\$0	\$0	\$79,000	\$79,000	\$0	\$0
521.000	REVOLVING LOAN INCOME	0	115,420	25,000	25,000	0	25,000
528.000	NEIGHBORHOOD PRESERVATION	0	0	51,826	51,826	0	0
529.000	COMMUNITY DEVELOPMENT GRANT	6,813	6,500	447,000	447,000	0	0
530.000	DOWNTOWN RENTAL REHAB	101,119	150,850	215,000	215,000	0	100,000
531.000	PROPERTY IMPROVEMENT PRG	0	0	20,000	20,000	0	0
632.000	ADMINISTRATION FEES	0	129,097	77,000	77,000	46,180	90,000
651.000	APPLICATION FEE	335	175	1,000	1,000	25	100
664.000	INTEREST	9,936	12,479	10,000	10,000	2,353	5,000
671.000	RENTS	1,750	0	0	0	0	0
676.101	CONTRIB-GENERAL FUND	11,482	11,712	0	0	0	0
676.281	CONTRIB-DDA - T.I.F. FUND	11,482	2,000	0	0	0	0
683.000	SALE OF PROPERTY	3,880	0	0	0	0	0
695.000	OTHER	40	0	0	0	0	0
697.000	PRIOR YEARS' REVENUE	0	0	59,276	59,276	0	0
TOTAL COMMUNITY DEVELOPMENT FUND		\$146,837	\$428,233	\$985,102	\$985,102	\$48,558	\$220,100
Fund 276 - ECONOMIC DEVELOPMENT FUND							
503.000	MDEQ SILO DEMOLITION GRANT	\$0	\$111,344	\$0	\$78,700	\$0	\$0
533.000	BROWNFIELD REDEVELOPMENT	127,064	40,107	100,000	108,053	0	0
535.000	MDEQ SITE ASSESSMENT GRANT	46,490	19,925	20,000	20,000	0	0
664.000	INTEREST	2,814	2,619	2,000	2,000	3,032	3,000
675.075	DONATIONS-PRIVATE-CITIZENS GAS	138,293	112,500	150,000	150,000	112,500	150,000
695.000	OTHER	950	7,912	0	0	0	0
697.000	PRIOR YEARS' REVENUE	0	0	0	65,556	0	0
TOTAL ECONOMIC DEVCELOPMENT FUND		\$315,611	\$294,407	\$272,000	\$424,309	\$115,532	\$153,000

CITY OF ADRIAN
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PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 279 - BROWNFIELD REDEVELOPMENT AUTHORITY						
404.000 CURRENT REAL PROPERTY TAX	\$0	\$0	\$6,000	\$6,000	\$0	\$12,000
TOTAL BROWNFILED REDEVELOPMENT AUTHORITY	\$0	\$0	\$6,000	\$6,000	\$0	\$12,000
Fund 280 - DOWNTOWN DEVELOP AUTHORITY						
404.000 CURRENT REAL PROPERTY TAX	\$30,942	\$32,212	\$33,000	\$33,000	\$33,828	\$34,000
631.000 REFUSE COLLECTION	0	0	0	0	10,079	10,000
664.000 INTEREST	488	616	1,000	1,000	518	1,000
671.000 RENT	1,000	1,900	1,500	1,500	400	1,000
676.101 CONTRIB-GENERAL FUND	0	0	0	2,748	2,748	0
695.000 OTHER	3,695	6,482	6,000	6,000	1,613	4,000
695.001 OTHER - ART FESTIVAL	0	0	0	4,905	3,505	3,000
697.000 PRIOR YEARS REVENUE	0	0	0	10,039	0	0
699.281 TRANSFERS IN - TIFA	0	0	6,600	6,600	0	0
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY	\$36,125	\$41,210	\$48,100	\$65,792	\$52,691	\$53,000
Fund 281 - DDA - TIF FUND						
404.000 CURRENT REAL PROPERTY TAX	\$253,430	\$259,977	\$355,000	\$355,000	\$278,224	\$260,000
488.000 CONTRACT SERVICES - REVENUE	0	0	0	24,000	0	0
664.000 INTEREST	8,188	14,415	6,000	6,000	12,120	20,000
697.000 PRIOR YEARS REVENUE	0	0	44,292	94,984	0	0
699.101 CONTRIB. - GENERAL FUND	0	7,800	0	0	0	0
TOTAL DDA-TIF FUND	\$261,618	\$282,192	\$405,292	\$479,984	\$290,344	\$280,000
Fund 310 - LDFA DEBT FUND						
404.000 CURRENT REAL PROPERTY TAX	\$123,722	\$123,735	\$123,000	\$123,000	\$89,439	\$123,000
664.000 INTEREST	322	1,744	500	500	1,389	2,000
TOTAL LDFA DEBT FUND	\$124,044	\$125,479	\$123,500	\$123,500	\$90,828	\$125,000
Fund 369 - BLDG AUTHORITY DEBT						
664.000 INTEREST	\$0	\$0	\$100	\$100	\$0	\$100
671.000 RENTS	0	0	0	0	0	0
TOTAL BUILDING AUTHORITY DEBT FUND	\$0	\$0	\$100	\$100	\$0	\$100

CITY OF ADRIAN
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 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 394 - DDA DEBT FUND						
664.000 INTEREST	\$50	\$3,951	\$100	\$100	\$58	\$100
699.000 APPROP TRANSFER IN	121,800	116,360	111,345	111,345	0	100,480
TOTAL DDA DEBT FUND	\$121,850	\$120,311	\$111,445	\$111,445	\$58	\$100,580
Fund 496 - CAPITAL PROJECTS FUND - WATER						
676.591 CONTRIB-WATER	\$0	\$108,908	\$449,000	\$449,000	\$75,376	\$474,000
697.000 PRIOR YEARS' REVENUE	0	0	0	11,691	0	0
TOTAL CAPITAL PROJECTS FUND - WATER	\$0	\$108,908	\$449,000	\$460,691	\$75,376	\$474,000
Fund 497 - CAPITAL PROJECTS FUND - SEWER						
676.590 CONTRIB-WASTEWATER	\$0	\$255,398	\$1,500,000	\$1,500,000	\$113,578	\$722,084
697.000 PRIOR YEARS' REVENUE	0	0	0	87,521	0	0
TOTAL CAPITAL PROJECTS FUND - SEWER	\$0	\$255,398	\$1,500,000	\$1,587,521	\$113,578	\$722,084

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ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE	
Fund 585 - AUTO PARKING FUND							
652.300	PARKING FEES-MARKET PLACE	\$1,597	\$1	\$1,000	\$1,000	\$0	\$0
652.301	PARKING FEES-PEARL STREET	2,987	0	3,500	3,500	0	0
652.304	PARKING FEES-WINTER STREET	526	4,078	400	400	688	1,000
652.306	PARKING FEES-CHURCH STREET	2,284	7,792	3,500	3,500	6,349	8,000
652.307	PARKING FEES-WINTER & CHURCH	0	909	100	100	0	100
652.308	PARKING FEES-MAIDEN LANE	1,661	0	2,500	2,500	0	0
652.309	PARKING FEES-SOUTH TOLEDO ST	9,996	0	12,000	11,075	0	0
652.310	PARKING FEES-WASHBURN LOT	1,984	712	3,500	3,500	0	1,000
652.312	PARKING FEES-PARKING PERMITS	25,112	40,672	33,500	33,500	3,050	30,000
656.000	PARKING FINES	651	30,251	24,221	23,296	15,390	30,000
664.000	INTEREST	(15)	66	100	100	19	100
695.000	OTHER - GRANT	56	0	45,000	45,000	0	0
699.101	CONTRIB-GENERAL FUND	59,000	6,000	6,000	6,000	0	6,000
699.275	CONTRIB-COMMUNITY DEVELP FUND	0	0	100,000	100,000	0	0
699.280	CONTRIB-DDA-FUND	0	0	10,000	10,000	0	0
699.281	CONTRIB-DDA-TIF FUND	0	0	50,000	50,000	0	0
699.280	CONTRIB-2-MILL TAX FUND	0	5,000	0	0	0	10,000
699.599	CONTRIBUTION-SPEC ASSESS	0	26,065	30,000	30,000	4,592	30,000
699.699	CONTRIB-FEE ESTATE	0	0	50,000	50,000	0	0
TOTAL AUTO PARKING FUND		\$105,839	\$121,546	\$375,321	\$373,471	\$30,088	\$116,200
Fund 588 - TRANSPORTATION SYSTEM FUND							
511.000	DART FEDERAL GRANT	\$57,729	\$71,805	\$62,005	\$62,005	\$67,557	\$68,000
571.000	DART GRANT 98-0792	0	0	0	0	5,544	0
571.001	TRANSPORTATION FACILITY GRANT	0	0	159,643	1,383,643	25,768	0
572.000	DART SYSTEM	164,809	162,521	0	0	61,554	160,000
573.000	DART GRANT 2002-0002-Z12	0	0	0	159,817	0	0
633.000	DART FARES	87,043	91,132	90,703	90,703	43,371	90,000
676.101	CONTRIB-GENERAL FUND	84,285	91,412	103,000	103,000	0	90,000
695.000	OTHER	546	8,674	305	305	4,279	8,000
697.000	PRIOR YEARS' REVENUE	0	0	0	20,690	0	0
TOTAL TRANSPORTATION SYSTEM FUND		\$394,412	\$425,544	\$415,656	\$1,820,163	\$208,073	\$416,000

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ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 590 - SEWER FUND						
647.509 SEWER CHARGES-RESIDENTIAL	\$965,449	\$1,119,266	\$1,378,000	\$1,378,000	\$591,193	\$1,100,000
647.510 SEWER CHARGES-INDUSTRIAL	203,107	193,774	303,450	303,450	107,456	200,000
647.511 SEWER CHARGES-COMMERCIAL	648,805	810,617	959,140	959,140	473,401	800,000
647.512 SEWER CHARGES-GOVERNMENTAL	75,736	88,366	111,860	111,860	58,500	100,000
647.516 SEWER CHARGES-MISC	6,464	6,109	9,520	9,520	4,009	8,000
647.521 SEWER CHARGES-ADRIAN TWP-FLAT	26,571	165,484	45,600	45,600	27,698	55,000
647.522 SEWER CHARGES-MADISON TWP-FLAT	2,406	2,949	3,000	3,000	1,597	3,000
647.523 SEWER CHARGES-ADRIAN TWP-METER	252,641	370,184	338,000	338,000	172,289	340,000
647.524 SEWER CHARGES-MADISON TWP-METE	374,154	482,344	467,000	467,000	340,059	500,000
647.527 SEWER CHARGES-NON RESIDEN PRE	9,267	15,728	2,000	2,000	6,944	13,000
647.614 SEWER CHARGES-SURCHARGE-EXTRA	66,842	58,036	50,000	50,000	29,095	60,000
653.000 PENALTIES	26,361	52,970	1,000	1,000	31,673	50,000
654.000 I.P.P. FINES & FEES	200	0	500	500	0	200
664.000 INTEREST	58,740	67,909	60,000	60,000	48,716	70,000
665.000 CHANGE IN FAIR MARKET VALUE	(26,209)	0	0	0	0	0
681.000 TAPS & SERVICE	28,312	26,315	75,000	75,000	7,260	20,000
692.000 INSTALLMT PURCHASE LOAN PROCEEDS	0	0	875,000	875,000	0	0
695.000 OTHER	25,447	17,995	13,000	13,000	12,134	20,000
697.000 PRIOR YEARS REVENUE	0	0	1,165,018	1,178,826	0	0
TOTAL SEWER FUND	\$2,744,293	\$3,478,046	\$5,857,088	\$5,870,896	\$1,912,024	\$3,339,200

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 591 - WATER FUND						
634.000 NEW ACCOUNT CHARGES	\$15,011	\$15,242	\$15,000	\$15,000	\$6,509	\$13,000
646.509 WATER SALES-RESIDENTIAL	971,941	1,070,532	1,127,100	1,127,100	581,498	1,100,000
646.510 WATER SALES-INDUSTRIAL	341,808	357,957	389,640	389,640	195,286	390,000
646.511 WATER SALES-COMMERCIAL	702,912	794,478	841,500	841,500	465,604	800,000
646.512 WATER SALES-GOVERNMENTAL	409,530	495,417	492,660	492,660	273,608	500,000
646.516 WATER SALES-MISC	13,225	14,236	13,260	13,260	9,788	14,000
646.518 WATER SALES-SPRINKLERS	32,933	38,261	35,700	35,700	19,547	38,000
653.000 PENALTIES - WATER	80,796	55,603	100,000	100,000	31,980	60,000
654.000 I.P.P. FINES & FEES	100	100	100	100	0	100
664.000 INTEREST	17,533	18,376	18,000	18,000	6,115	18,000
665.000 CHANGE IN FAIR MARKET VALUE	(5,001)	0	0	0	0	0
667.000 HYDRANT RENTAL	33,937	39,668	35,000	35,000	20,443	40,000
677.101 GENERAL FUND ADVANCE	0	0	500,000	500,000	0	0
680.000 MERCHANDISE	1,624	1,368	2,000	2,000	209	1,500
681.000 TAPS & SERVICE	54,544	71,947	100,000	100,000	2,870	50,000
692.999 DWRF REIMB.-UP FRONT COSTS	0	0	445,000	445,000	0	0
695.000 OTHER	17,304	44,533	13,000	13,000	12,600	20,000
697.000 PRIOR YEARS REVENUE	0	0	0	4,212	0	0
TOTAL WATER FUND	\$2,688,197	\$3,017,718	\$4,127,960	\$4,132,172	\$1,626,057	\$3,044,600

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 598 - STORM WATER UTILITY						
522.000 ILLICIT CONNECTION GRANT	\$17,964	\$8,608	\$20,000	\$20,000	\$4,605	\$9,000
648.000 STORM SEWER CHARGES	263,716	271,990	264,000	264,000	258,893	260,000
664.000 INTEREST	9	10	100	100	27	100
699.101 CONTRIB-GENERAL FUND	5,000	13,000	0	0	0	0
TOTAL STORM WATER UTILITY	\$286,689	\$293,608	\$284,100	\$284,100	\$263,525	\$269,100
Fund 599 - CAP PROJECTS REVOLVING FUND						
408.202 SPECIAL ASSESSMENT - MAJOR STREETS	\$0	\$0	\$27,004	\$55,004	\$0	\$0
408.203 SPECIAL ASSESSMENT - LOCAL STREETS	0	109,075	23,295	23,295	0	101,964
408.590 SPECIAL ASSESSMENT - WASTEWATR	0	50,988	0	0	0	0
408.591 SPECIAL ASSESSMENT - WATER	0	39,022	0	0	0	0
664.000 INTEREST	22,339	26,388	23,000	23,000	19,838	30,000
TOTAL CAPITAL PROJECTS REVOLVING FUND	\$22,339	\$225,473	\$73,299	\$101,299	\$19,838	\$131,964

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
Fund 661 - INFORMATION TECHNOLOGY FUND						
636.000 INFORMATION TECH SERVICES	\$306,045	\$349,758	\$308,000	\$308,000	\$161,536	\$320,000
637.000 GIS/CAD SERVICES	179,152	171,390	178,000	178,000	65,661	140,000
675.101 CONTRIB-GENERAL FUND	0	0	0	0	0	0
675.202 CONTRIB-MAJOR STREET FUND	0	0	0	0	0	0
675.203 CONTRIB-LOCAL STREET	0	0	0	0	0	0
675.275 CONTRIBUTION-COMM DEVEL	0	0	0	0	0	0
675.281 CONTRIBUTION=DDA TIFA	0	0	0	0	0	0
675.590 CONTRIBUTION-WASTEWATER	0	0	0	0	0	0
675.591 CONTRIBUTION-WATER	0	0	0	0	2,929	0
676.101 CONTRIB-GENERAL FUND	5,639	120,789	0	3,809	0	0
676.275 CONTRIB-COM DEVEL FUND	0	0	0	0	0	0
676.281 CONTRIB-DDA TIF	0	0	0	0	0	0
676.496 CONTRIB-WATER CAPITAL FUND	0	3,045	0	0	0	0
676.588 CONTRIB-TRANSPORTATION	0	0	0	0	0	0
676.590 CONTRIB-WASTEWATER	0	0	0	0	0	0
676.591 CONTRIB-WATER	0	0	0	0	0	0
676.701 CONTRIB-TRUST FUND	5,291	0	0	0	0	0
695.000 OTHER	20	471	50	50	721	50
697.000 PRIOR YEARS REVENUE	0	0	0	153,792	0	0
TOTAL INFORMATION TECHNOLOGY FUND	\$496,147	\$645,453	\$486,050	\$643,651	\$230,847	\$460,050
Fund 662 - FIRE DEPT MOTOR POOL FUND						
675.101 CONTRIB. - GENERAL FUND	\$0	\$0	\$99,921	\$99,921	\$400,583	\$100,000
TOTAL FIRE DEPT MOTOR POOL FUND	\$0	\$0	\$99,921	\$99,921	\$400,583	\$100,000
Fund 711 - PERPETUAL CARE FUND						
664.000 INTEREST	\$23,108	\$40,018	\$30,000	\$30,000	\$14,132	\$30,000
TOTAL PERPETUAL CARE FUND	\$23,108	\$40,018	\$30,000	\$30,000	\$14,132	\$30,000
LESS: INTRAFUND ELIMINATIONS	1,085,665	1,446,538	3,627,876	3,659,771	624,474	2,212,563
TOTAL REVENUES - ALL FUNDS	\$21,019,325	\$24,330,206	\$28,234,253	\$34,575,551	\$15,302,697	\$22,706,926

CITY OF ADRIAN
 FY2008-09 BUDGET
 PRELIMINARY ESTIMATED REVENUE

ACCOUNT DESCRIPTION	FY2005-06 ACTUAL	FY2006-07 ACTUAL	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET	YEAR-TO-DATE ACTUAL THRU 12/31/07	FY2008-09 REVENUE ESTIMATE
TAX COMPUTATION						
		<u>GENERAL</u>		<u>GARBAGE</u>		<u>ROAD IMPROVEMENTS</u>
GENERAL - \$397,386,936	0.0136293	5,416,105.77	0.0010000	397,386.94	0.0009746	387,293.31
GENERAL - \$51,830,400	0.0136293	706,412.07	0.0010000	51,830.40	0.0009746	50,513.91
GENERAL - \$449,217,336		6,122,517.84		449,217.34		437,807.22
(NOTE: GENERAL FUND TAX RATE INCLUDES BOTH GENERAL TAX LEVY AND GARBAGE)						
IFT - REAL \$10,258,426	0.0136293	69,907.58	0.0010000	10,258.43	0.0009746	4,998.93
IFT - PERSC \$27,722,580	0.0136293	188,919.68	0.0010000	27,722.58	0.0009746	13,509.21
IFT - TOTAL \$37,981,006		258,827.26		37,981.01		18,508.14
(NOTE: IFT HAS 50% EXEMPTION)						
TOTAL REAL		5,486,013.35		407,645.36		392,292.24
TOTAL PERSONAL		895,331.75		79,552.98		64,023.12
GRAND TOTAL		6,381,345.10		487,198.34		456,315.36



MEMO

Date: January 31, 2008

To: Dane C. Nelson, City Administrator
Hon. Gary McDowell, Mayor
City Commission

From: Jeffrey C. Pardee, Finance Director

Re: 2008 Finance Calendar

The following is the finance events for calendar year 2008:

January 22, 2008	Presentation of FY2007-08 Second Quarter Financial Forecast
January 30, 2008	Issue FY2008-09 Budget Instructions to Department Heads
January 31, 2008	Present FY2008-14 Capital Improvement Program to Planning Commission at Work Session
February 4, 2008	Approval of FY2007-08 Second Quarter Budget Amendments and Presentation of FY2008-09 Preliminary Revenue Estimates
February 5, 2008	Planning Commission Adoption of FY2008-14 Capital Improvement Program and FY2008-09 Capital Budget Recommendation
February 18, 2008	Approval of FY2008-14 Capital Improvement Program and FY2008-09 Capital Budget Recommendation
February 27, 08	Deadline for submission of Departmental Budget Requests to Finance Department for FY2008/09
March 4, 2008 through March 14, 2008	Departmental Budget Presentations to City Administration
April 7, 2008	Presentation of Recommended Budget to Mayor and City Commission

April 19, 2008 (Tentative)	Budget Review and Work-Session for the Mayor and City Commission
April 21, 2008	City Commission Finalization of Proposed Balanced Budget and Authorization of Notice of Public Hearing
April 21, 2008	Presentation of FY2007-08 Third Quarter Financial Forecast
April 23, 2008	Publication of Proposed Budget Summary and Notice of Public Hearing
May 5, 2008	City Commission Holds Public Hearing and Adopts Budget
May 5, 2008	Approval of FY2007-08 Third Quarter Budget Amendments
June 30, 2008	End of FY2007-08 Fiscal Year
July 1, 2008	Beginning of FY2008-09 Fiscal Year
August 18, 2008	Present Unaudited FY2007-08 Financial Report
October 6, 2008	Presentation of FY2008-09 First Quarter Financial Forecast
October 20, 2008	Approval of FY2008-09 First Quarter Budget Amendments
October 31, 2008	Michigan Department of Transportation Deadline for Submission of Act 51 Street Financial Report for Cities and Villages
November 1, 2008	Issue FY2009-15 Capital Improvement Program Instructions to Department Heads
November 3, 2008	Present Audited FY2007-08 Comprehensive Annual Financial Report
December 13, 2008	City Commission and Planning Commission Joint Work Session to Review Departmental Requests for FY2009-15 Capital Improvement Program
December 31, 2008	State Department of Treasury Deadline for Submitting F-65 Local Government Financial Report
December 31, 2008	Government Finance Officers Association of the United States and Canada Deadline for Submission of Audited FY2007-08 Comprehensive Annual Financial Report

CONSENT AGENDA

CR-1

CR08-004

February 4, 2008

RESOLUTION
07-15

WHEREAS, the City Administrator has approved certain temporary control orders, and after review has now made recommendation that they be made permanent, therefore so be it,

RESOLVED, that the permanent traffic control orders, adopted October 6, 1958, be amended to include or change the following:

Install a "No Parking" sign in front of the gas pit just south of the Donut Depot drive on South Center Street.

Respectfully,



TERRENCE B. COLLINS,
Chief of Police

TBC/skj

DATED: 1-30-08

CR-2

CR08-005

February 4, 2008

RESOLUTION
07-16

WHEREAS, the City Administrator has approved certain temporary control orders, and after review has now made recommendation that they be made permanent, therefore so be it,

RESOLVED, that the permanent traffic control orders, adopted October 6, 1958, be amended to include or change the following:

Post both sides of the street between Michigan Street and Treat Street "No Parking" to maintain visibility to the RR crossing.

Respectfully,



TERRENCE B. COLLINS,
Chief of Police

TBC/skj

DATED: 1-30-08

MEMORANDUM – UTILITIES DEPARTMENT

DATE: January 28, 2008
TO: Dane C. Nelson, City Administrator
FROM: Shane A. Horn, Utilities Director 
SUBJECT: Flow Monitoring Equipment

I concur with the recommendation of the Utilities Director to award the bid for flow monitoring equipment for the collection system to Hesco of Warren, MI, in the amount of \$19,356.00. A field demo was performed by Hesco and the equipment was found to be accurate and user-friendly.

Three firms responded to the offer to bid. There are sufficient funds in the sewer collection system capital budget for this expense.



Dane C. Nelson
City Administrator

Sealed bids were received for the purchase of flow monitoring equipment for our collection system. After a careful review of bidders, we would like to select the low bidder, Hesco from Warren, Michigan. This supplier provided a week long field demo unit that was able to log an actual storm event. We found this equipment to be accurate and easy to set up and use. This manufacturer has many installations throughout the state and has a reputation of providing excellent customer service. With the additional savings that this provider offers, we would like to add an additional purchase of a fourth flow meter. The total purchase price of the flow monitoring equipment would be \$19,356.00. There is \$35,000.00 allocated for this expense in our current sewer collection system capital budget.

cc: Jeff Pardee, Finance Director
Steve Eberle, O&M Superintendent

Memo

To: Shane Horn, Utilities Director
From: Steve Eberle, Superintendent of O & M
Date: 1/24/08
Re: Flow monitoring devices



Bids were received on October 23, 2007 for flow monitoring equipment. Three companies bid. Hesco from Warren, MI was low bid. This equipment did not meet our specifications and was submitted as an alternative. An equipment demonstration was requested by the city and a representative from Hesco setup a flow monitor to run for one week in our system. The flow monitor and software were both very easy to understand and use.

A request was made to Midwest Municipal Instrument of Jackson, MI. They were second low bidder. Their flow monitoring equipment met our specifications. Midwest Municipal failed to produce an equipment demonstration.

At this time I would like to recommend that flow monitors be purchased from Hesco of Warren, MI. With the cost savings a revised quote has been requested and supplied to include a forth flow monitor and a rain gauge with a heating kit for a total of \$19,356.00. There is \$35,000 allocated for this purchase in the Sewer collection system 2007-2008 Sewer Collection System Capital budget.

CITY OF ADRIAN, MICHIGAN
 FLOW MONITOR
 DUE DATE: OCTOBER 23, 2007

VENDOR	AMOUNT	MAKE
Hesco Warren, MI	\$ 5,193.00 each \$ 15,579.00 TOTAL	ISCO Model 2150 Delivery: 14 days
Midwest Municipal Instrument Jackson, MI	\$ 8,740.00 each \$ 27,341.00 TOTAL	Marsh McBirney Flo-Dor/Flo-Logger Delivery: 45 days
Marsh-McBirney Frederick, MD	\$ 9,536.69 each \$ 28,610.07 TOTAL	Marsh-McBirney Model 4000-130



28838 Van Dyke • Warren, MI 48093
 Phone: 586-978-7200 • Fax: 586-978-2200
 www.hesco-mi.com

Wednesday, January 16, 2008

To:	Adrian, City of Steve Eberle 100 E Church St Adrian, MI 49221	RFQ #:	Verbal
		Quote #:	0340984276KSL-002 Please refer to this number when ordering
Phone:	517-264-4859		
Fax:			
E-mail:	seberle@ci.adrian.mi.us		

PRICE QUOTE REV 2

Item	Description	Qty	Unit Price	Subtotal
1.00	Teledyne Isco 68-2050-002 (68-2050-002) 68-2050-002 2150 Flow Module with 2191 Battery Module. Includes Area Velocity Sensor with 10 ft. (3 m) level measurement range and 33 ft. (10 m) cable, 2 battery holders, and carrying handle with suspension strap. Also includes instruction manual and coupon for free Isco Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).	3 each	\$3,645.00	\$10,935.00
2.00	Teledyne Isco 68-2050-002 (68-2050-002) 68-2050-002-demo HESCO Demo Flow meter. Identical to flowmeters specified above. 1 Year Warranty	1 each	\$2,000.00	\$2,000.00

Item	Description	Qty	Unit Price	Subtotal
3.00	Teledyne Isco 60-2004-507 (60-2004-507) 60-2004-507 USB Communication Cable, 10 ft. (3 m). Connects 2100 Series Module top connector to PC with USB connector.	2 each	\$200.00	\$400.00
4.00	Teledyne Isco 60-3204-012 (60-3204-012) 60-3204-012 Street Level Installation Tool Multi-section pole. Includes one 2-1/2 ft. pole section with adapter for attaching mounting ring, six 2-1/2 ft. pole sections, and instruction manual.	1 each	\$545.00	\$545.00
5.00	Teledyne Isco 68-2540-200 (68-2540-200) 68-2540-200 Flowlink 5 Software, two user licenses. For retrieving flow, rainfall, parameter and sample data from Isco 2100 Series Modules and 2101 Field Wizard, 4100 Series Flow Loggers, 4200 Series Flow Meters, 6700 Series Samplers, 676 Logging Rain Gauge System, and 581 Rapid Transfer Device. Stores data in a Microsoft Access database and generates a variety of graphs and tables from stored data. Data can also be exported in ASCII format for analysis by programs such as Microsoft Excel, HTML format for viewing in a web browser, and PDF format for viewing in Adobe Reader. Operates on Windows 98, ME, NT, 2000, or XP. Supplied on CD-ROM. Software supports multiple languages, one of which is selected during installation.	1 each	\$1,876.00	\$1,876.00

Item	Description	Qty	Unit Price	Subtotal
6.00	<p>Teledyne Isco</p> <p>60-3204-014 (60-3204-014)</p> <p>60-3204-014</p> <p>Street Level Installation Tool Mounting Ring for 6, 8, 10, 12 & 15 inch diameter pipe. Includes strap.</p>	5 each	\$180.00	\$900.00
7.00	<p>Teledyne Isco</p> <p>68-3000-048 (68-3000-048)</p> <p>68-3000-048</p> <p>Scissors Ring for 16 inch to 80 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, one pair of 20 inch extensions, one pair of 30 inch extensions, and one pair of 40 inch extensions.</p>	1 each	\$775.00	\$775.00
9.00	<p>Teledyne Isco</p> <p>68-3280-002 (68-3280-002)</p> <p>68-3280-002</p> <p>Rain Logging System, 0.01 inch. Includes 674 tipping bucket rain gauge, 4120 Flow Logger to record rain events, and 50 ft. of connect cable.</p>	1 each	\$1,525.00	\$1,525.00
10.00	<p>Omni</p> <p>RAIN-HEAT (Heating Kit for tipping bucket rain gauges)</p> <p>Heating Kit for tipping bucket rain gauges</p>	1 Each	\$250.00	\$250.00

Subtotal	\$19,206.00
Taxable Subtotal	\$0.00
Sales Tax [0.0000%]	\$0.00
Misc. Charge	\$0.00
Shipping & Handling Best Way	\$150.00
Grand Total	\$19,356.00

Terms & Conditions	
Proposed Shipping Date 2 Weeks After Approval of Drawings	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Factory	This Quotation is valid until 2/15/2008.

If Favored with an order, please issue a PO directly to HESCO
 Thank you for your inquiry!

RE: UTILITIES DEPARTMENT – Waste Water System Flow Monitoring Equipment Purchase

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution #R07-085 dated May 7, 2007, approved the FY2007-08 Budget and General Appropriations Act, which included \$35,000 (Acct. # 497-555.00-977.552) for flow monitoring equipment for the Waste Water System; and

WHEREAS, bids were solicited and three (3) bids were received on October 23, 2007 by the City of Adrian Purchasing Office for the purchase of three (3) flow monitoring devices for the Waste Water System, with the following results:

<u>Vendor</u>	<u>Amount</u>
Hesco, Warren, MI	\$15,579
Midwest Municipal Instrument	\$27,341
Marsh-McBirney, Frederick, MD	\$28,610; and

WHEREAS, the Utilities Director and City Administrator recommend that the low bidder, Hesco of Warren, MI, be awarded the bid, and that a fourth device be added to the purchase, for a total cost of \$19,356, which is well within the authorized budget appropriation.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acquisition of four (4) flow monitoring devices for the Waste Water System from Hesco of Warren, MI in the amount of \$19,356.

On motion by Commissioner _____, seconded by
Commissioner _____, this resolution was adopted by
a _____ vote.

REGULAR AGENDA



MEMO

Date: January 30, 2008

To: Dane C. Nelson, City Administrator
Hon. Gary McDowell, Mayor
City Commission

From: Jeffrey C. Pardee, Finance Director

Re: FY2007-08 Second Quarter Recommended Budget Amendments

Public Act 621 of 1978, the Uniform Budgeting and Accounting act for Local Units of Government, provides for adjustments to the Adopted Budget. The Financial Forecast, prepared by the City of Adrian's Finance Department, has identified several variances between current projections and Estimated Revenues and Appropriations included in the Adopted and Amended FY2007-08 Budget, and recommends appropriate budget amendments.

Funding of the proposed budget amendments involves appropriations from Designated or Undesignated Fund Balance from the following Funds:

General Fund (101-000.00-393.004) Designated – Fire Dept.	
Motor Vehicle Pool – Working Capital	\$400,000
General Fund (101-000.00-393.014) Designated – Local Grant Match	\$ 3,920
Major Street Fund (202-000.00-390.000) Undesignated Fund Balance	\$375,000
Sewer Fund (590-000.00-390.000) Undesignated Fund Balance	\$751,896

The recommended budget amendments comply with the Uniform Budgeting and Accounting Act requirement that no appropriations measure may be submitted to the City Commission that would allow total expenditures/expenses, including an accrued deficit, to exceed total estimated revenues, including an available surplus.

If you have any questions or need for additional information, please contact my office.

**CITY OF ADRIAN
 FY 2007-08 BUDGET
 SECOND QUARTER FINANCIAL FORECAST
 RECOMMENDED BUDGET AMENDMENTS**

	FY2007-08 ADOPTED BUDGET	FY2007-08 AMENDED BUDGET as of 9/30/07	FY2006-07 SECOND QUARTER FINANCIAL FORECAST	BUDGET AMENDMENT
GENERAL FUND (101)				
REVENUE:				
101-210.00-488.000 CITY ATTORNEY-CONTRACT SERVICES	\$0	\$30,000	\$15,000	(\$15,000)
101-201.00-664.000 INVESTMENT EARNINGS	299,532	299,532	339,532	40,000
101-990.00-675.073 PRIVATE DONATIONS - LIBRARY	6,000	9,809	49,809	40,000
101-990.00-697.000 PRIOR YEARS REVENUE	0	1,083,733	1,483,733	400,000
TOTAL GENERAL FUND REVENUE	\$305,532	\$1,423,074	\$1,888,074	\$465,000
EXPENDITURES:				
Dept 265.00: CITY HALL				
101-265.00-931.000 BUILDING MAINTENANCE	\$65,000	\$65,000	\$105,000	\$40,000
Dept 336.00: FIRE DEPARTMENT				
101-336.00-977.000 CAPITAL EQUIPMENT	\$5,300	\$122,385	\$126,305	\$3,920
Dept 697.00: PARKS & FORESTRY DEPARTMENT				
101-697.00-702.000 SALARIES & WAGES	\$259,571	\$178,391	\$224,866	\$46,475
101-697.00-715.000 SOCIAL SECURITY	20,002	12,915	16,471	3,556
101-697.00-716.000 HOSPITALIZATION	52,937	33,774	43,389	9,615
101-697.00-717.000 LIFE INSURANCE	512	237	375	138
101-697.00-718.000 RETIREMENT CONTRIBUTION	13,211	55,694	58,794	3,100
101-697.00-719.000 UNEMPLOYMENT COMP	2,337	1,533	1,936	403
101-697.00-914.000 WORKERS' COMP	9,296	6,103	7,705	1,602
SUB-TOTAL	\$357,866	\$288,647	\$353,536	\$64,889
Dept 965.00: TRANSFERS & CONTRIBUTIONS				
101-965.00-969.662 CONTRIB-FIRE MOTOR VEHICLE POOL	\$0	\$0	\$400,583	\$400,583
Dept 990.00:				
101-990.00-990.000 CONTINGENCY	52,181	230,340	185,948	(44,392)
TOTAL GENERAL FUND EXPENDITURES	\$480,347	\$706,372	\$1,171,372	\$465,000

**CITY OF ADRIAN
 FY 2007-08 BUDGET
 SECOND QUARTER FINANCIAL FORECAST
 RECOMMENDED BUDGET AMENDMENTS**

	<u>FY2007-08 ADOPTED BUDGET</u>	<u>FY2007-08 AMENDED BUDGET as of 9/30/07</u>	<u>FY2006-07 SECOND QUARTER FINANCIAL FORECAST</u>	<u>BUDGET AMENDMENT</u>
<u>MAJOR STREET FUND (202)</u>				
REVENUE:				
202-000.00-516.202 BEECHER STREET PAVING GRANT	\$375,000	\$375,000	\$0	(\$375,000)
202-000.00-697.000 PRIOR YEARS' REVENUE	508,910	1,413,774	1,788,774	375,000
TOTAL REVENUE	\$883,910	\$1,788,774	\$1,788,774	\$0
<u>DOWNTOWN DEVELOPMENT AUTHORITY (280)</u>				
REVENUE:				
280-000.00-631.000 REFUSE COLLECTION	0	0	11,000	11,000
TOTAL REVENUE	\$0	\$0	\$11,000	\$11,000
EXPENDITURES:				
Dept 895.00: ECONOMIC DEVELOPMENT				
280-836.90-801.115 CONTRACT SERVICES-SOLID WASTE	\$0	\$0	\$11,000	\$11,000
TOTAL EXPENDITURES	\$0	\$0	\$11,000	\$11,000
<u>SEWER FUND (590)</u>				
REVENUE:				
590-000.00-692.000 INSTALLMENT PURCHASE CONTRACT	\$875,000	\$875,000	\$0	(\$875,000)
590-000.00-697.000 PRIOR YEARS' REVENUE	1,165,018	1,178,826	1,930,722	751,896
TOTAL REVENUE	\$2,040,018	\$2,053,826	\$1,930,722	(\$123,104)
EXPENDITURES:				
590-550.00-995.001 INSTALLMENT PURCHASE CONTRACT	\$123,101	\$123,104	\$0	(\$123,104)
TOTAL EXPENDITURES	\$123,101	\$123,104	\$0	(\$123,104)
<u>FIRE DEPARTMENT-MOTOR VEHICLE POOL (662)</u>				
REVENUE:				
662-000.00-675.101 CONTRIB - GENERAL FUND	0	0	400,583	400,583
TOTAL REVENUE	\$0	\$0	\$400,583	\$400,583
EXPENDITURES:				
Dept 895.00: ECONOMIC DEVELOPMENT				
662-990.00-990.000 CONTINGENCY	\$0	\$0	\$400,583	\$400,583
TOTAL EXPENDITURES	\$0	\$0	\$400,583	\$400,583

RE: DEPARTMENT OF FINANCE –FY2007-08 SECOND QUARTER BUDGET AMENDMENTS

RESOLUTION

WHEREAS, Public Act 621 of 1978, the Uniform Budgeting and Accounting Act for Local Units of Government, provides for adjustments to the adopted budget; and

WHEREAS, the Financial Forecast, prepared by the City of Adrian’s Finance Department, has identified several variances between current projections and estimated revenues and appropriations included in the Adopted and Amended FY2007-08 Budget, and recommends appropriate budget amendments; and

WHEREAS, the recommended budget amendments comply with the Uniform Budgeting and Accounting Act requirement that no appropriations measure may be submitted to the City Commission that would allow total expenditures/expenses, including an accrued deficit, to exceed total estimated revenues, including an available surplus; and

WHEREAS, funding of the proposed budget amendments involves appropriations from Designated or Undesignated Fund Balance from the following Funds:

General Fund (101-000.00-393.004) Designated – Fire Dept.	
Motor Vehicle Pool – Working Capital	\$400,000
General Fund (101-000.00-393.014) Designated – Local Grant Match	\$ 3,920
Major Street Fund (202-000.00-390.000) Undesignated Fund Balance	\$375,000
Sewer Fund (590-000.00-390.000) Undesignated Fund Balance	\$751,896

WHEREAS, the City Administrator has reviewed the Financial Forecast and proposed budget amendments and recommends their adoption.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission authorizes the Department of Finance to amend the FY2007-08 Budget in accordance with the attached schedule entitled, “City of Adrian FY2007-08 Second Quarter Financial Forecast and Recommended Budget Amendments”.

BE IT, FURTHER, RESOLVED that appropriations be authorized from Designated or Undesignated Fund Balance from the following Funds:

General Fund (101-000.00-393.004) Designated – Fire Dept.	
Motor Vehicle Pool – Working Capital	\$400,000
General Fund (101-000.00-393.014) Designated – Local Grant Match	\$ 3,920
Major Street Fund (202-000.00-390.000) Undesignated Fund Balance	\$375,000
Sewer Fund (590-000.00-390.000) Undesignated Fund Balance	\$751,896

BE IT, FURTHER, RESOLVED that the resulting Amended Budget shall comply with the Uniform Budgeting and Accounting Act (Public Act 621 of 1978) for Local Units of Government, which requires that no appropriations measure may be adopted in which total expenditures/ expenses, including an accrued deficit, exceed total estimated revenues, including an available surplus.

On motion by Commissioner _____,
seconded by Commissioner _____, this
resolution was adopted by a _____ vote.

R-2

R08-025

February 4, 2008

RE: ADMINISTRATION – Farm Land Lease Agreement – Witt Farm

RESOLUTION

WHEREAS, the City of Adrian is the owner of approximately 80 acres of land adjacent to M-52 (Parcel #XAO-100-0318-01), formerly known as the Witt Farm; and

WHEREAS, a portion of the real estate is tillable (62 acres); and

WHEREAS, the City Administrator has negotiated a proposed Lease Agreement with the previous farmer of said property to rent the tillable portion of the property for \$75 per acre for a total of \$4,650, which terms have been reviewed by the City Commission and found to be in the best interests of the City to ratify; and

WHEREAS, the aforementioned revenue shall be recorded in the Engineering Department Rent Account (101-449.00-671.000).

NOW, THEREFORE, BE IT RESOLVED that the City Commission, by this resolution, hereby authorizes the Mayor to enter into a Farm Lease Agreement with Fred Feight to rent approximately 62 acres of tillable ground on the above mentioned parcel of real estate for Seventy-Five (\$75.00) Dollars per acre for a period ending December 15, 2008, and subject to other terms acceptable to the City Commission and Administration.

On motion by Commissioner _____, seconded
by Commissioner _____, this resolution was _____
by a _____ vote.

FARM LEASE

This Lease Agreement entered into this 4th day of February, 2008, between the undersigned Landlord and undersigned Tenant:

WITNESSETH:

The Landlord for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the said Tenant, has demised, leased, and by these premises does demise, lease and let unto the said Tenant the following described land, to-wit:

Sixty-two (62) acres of land adjacent to M-52 in the City of Adrian. The exact area to be farmed shall be agreed between the parties.

1. The term of this lease shall be from the first day of April, 2008, to the last day of December, 2008.
2. As rent hereunder, the Tenant shall pay the sum of \$75.00 per acre for 62 acres, said rent to be paid as follows: \$2,325.00 on or before September 1, 2008 and the balance of \$2,325.00 on or before December 15, 2008.
3. The Landlord shall pay all taxes on the real estate described above.
4. The Landlord shall give the Tenant quiet and peaceful possession of the above-described premises so long as Tenant performs the terms and conditions contained herein. Notwithstanding this covenant, the Tenant understands that the Landlord may endeavor to use the rented land for purposes other than farming during the term of this Lease. It is understood by the Tenant that the Landlord, or anyone authorized by the Landlord, may enter onto the rented land for inspections. If any damage occurs to any growing crops, the Landlord will reimburse the Tenant for any such loss. The Landlord is also authorized to terminate this Lease as to a portion or all of the rented land during the term of this Lease and in the event the Landlord chooses to do so, the Tenant will be reimbursed for any loss sustained.
5. The Tenant shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of the Landlord.
6. The Tenant covenants and agrees that he shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of the Landlord.
7. The Tenant shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.
8. The Tenant shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing.

9. The Tenant agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent the Tenant from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.
10. The Tenant shall not plant any crops on the premises which could not normally be harvested prior to the end of the term of this lease.
11. If a default be made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by the Tenant, it shall be lawful for the Landlord, without notice, to declare the term ended and to remove and put out the Tenant or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, the Landlord shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of the Landlord in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between the Landlord and the Tenant, after affording the Tenant a reasonable amount for his costs and labor in connection with the crops.
12. The Landlord does covenant that the Tenant, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.
13. Should the Landlord remove a portion of the land for development purposes after the Tenant has planted that year's crop, the Landlord agrees to pay the Tenant for the cash outlay of seed, fertilizer and herbicide used on that portion of said land.

This agreement shall be binding on the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF we make our hands and seals the date first above written.

IN THE PRESENCE OF:

LANDLORD:
City of Adrian:

By: _____
Gary E. McDowell
Its: Mayor

TENANT:

By: _____
Fred Feight
1760 W. Russell Road
Tecumseh, MI 49286

R-3
TO: Dane C. Nelson, City Administrator
FROM: Mark K. Gasche, Parks and Recreation Director
DATE: January 29, 2008
SUBJECT: Bid Recommendation – Purchase and installation of the second Fishing Pier at Burr Ponds Park

On January 7, 2008, the City Commission authorized the use of a portion of the Burr Ponds Project funds for the purchase and installation of a second fishing pier, contingent upon receipt of a \$7,000 contribution from the Adrian Kiwanis Club. The contribution has been received, as well as a quote from Devil's Lake Water Sports at a cost of \$28,410. The decking that this firm uses has a longer warranty than most and will match the three new bridges in the park.

I recommend that Devil's Lake Water Sports be retained for the purchase and installation of the fishing pier at Burr Ponds Park at a cost of \$28,410 and that the bid process be waived.



Dane C. Nelson
City Administrator

DCN:bjw

As you are aware, the first of two planned fishing piers for the Burr Ponds Park project has been purchased and installed. Staff submitted two grant applications for the purchase of the second pier but only received the Adrian Kiwanis Foundation grant in the amount of \$7,000. Further, staff requested and received authorization from the City Commission to utilize a portion of the remaining project funds to offset the cost not covered by grant dollars.

At this time, I am requesting the bid process be waived and authorization be given to purchase the remaining pier from the previous successful bidder, Devil's Lake Water Sports, Manitou Beach, MI, in the amount of \$28,410, which includes installation and four accessible tackle stands to assist people with disabilities. As you may recall, Devil's Lake Water Sports was selected based on warranty and aesthetics; a 15 year warranty and IPE wood decking, which matches the decking on the three new bridges in the park. This pier will better fit into the overall character of the renovated park.

I encourage you to approve this purchase for the reasons stated above. The funds for the purchase are available through a grant from the Adrian Kiwanis Foundation in the amount of \$7,000 with the balance of \$21,410 coming from the Fee Estate Capital Improvement Account.



14581 U.S. 223
 and Round Lake Highway
 Manitou Beach, MI 49253
 (800) 461-6253
 (517) 467-4818

Project Description: ADA Compliant Fishing Pier for City of Adrian at Burr Ponds Park

To Whom It May Concern:

Devils Lake Water Sports, Inc. is pleased to provide the following quote for an additional dock system at the Burr Ponds Park. We propose to fabricate the following items that will be supplied by Northern Lights Marine Systems.

- (1) 6' x 20' Galvanized Steel Truss Floating dock section w/IPE decking (Mains) (NLMS 72240 STTR)
- (8) Pile guides (attached) Galvanized/PVC lined to accept 3'sch 40 pipe.
- (1) 6' x 30' Galvanized Steel Truss Floating dock section w/IPE decking (Mains) (NLMS 72360 STTR)
- Perimeter of all exposed dock edging shall be skirted with non-removable IPE. (included)
- All hardware, stainless steel connecting pipes and fasteners included.
- (1) 4' x 20' Commercial ADA compliant gangway. (NLMSGW420)
- (1) 4' Handicap transition plate (included)
- (1) 4' Hot dipped galvanized gangway shore mount. (included)
- 106 linear feet of 2 line 1.25sch 40 maintenance free aluminum 6061 railing. Railing shall have 7 (seven) lowered 5' long sections of railing to allow handicap fishing access. Railing to be installed on sight.

Total Cost with Installation..... \$ 27,950.00

Additional Options for Consideration

- (2) Dock Benches (One for existing dock and one for proposed dock) \$ 290.00 ea.
- (2) Tackle Box stands (One for existing dock and one for proposed dock) \$115.00 ea.

Total for Additional Options..... \$ 810.00

Grand total for new pier w/ additional options..... \$ 28,760.00

R08-026

February 4, 2008

**RE: DEPARTMENT OF PARKS & RECREATION – Burr Ponds Project -
Authorization to Purchase and Install Second Fishing Pier**

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution R08-008 dated January 7, 2008, authorized the purchase of a second fishing pier within the financial constraints of the original \$844,000 authorization for the Burr Ponds Renovation Project, contingent upon receipt of the anticipated \$7,000 contribution from the Adrian Kiwanis Club; and

WHEREAS, on January 16, 2008, the Adrian Kiwanis Club awarded a \$7,000 contribution to the City of Adrian for the purpose of acquiring a second fishing pier for the Burr Ponds Project; and

WHEREAS, the acquisition and installation of the aforementioned fishing pier is available from the same source, Devil's Lake Water Sports, Manitou Beach, MI, and with the same specifications and price (\$28,410) that the first fishing pier and bridges were acquired; and

WHEREAS, the Director of Parks & Recreation and City Administrator recommend that, in the best interests of the City, the competitive bid process be waived in accordance with the City's Purchasing Policy, as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances, and that the City Commission select Devil's Lake Water Sports, Manitou Beach, MI as the vendor to provide and install the aforesaid fishing pier.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the purchase and installation of a second fishing pier for the Burr Ponds Renovation Project from Devil's Lake Water Sports, Manitou Beach, MI at a cost not to exceed \$28,410.

BE IT, FURTHER, RESOLVED that, in the best interests of the City, the competitive bid process be waived in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

On motion by Commissioner _____, seconded by
Commissioner _____, this resolution was adopted
by a _____ vote.

R-4

R08-027

February 4, 2008

RESOLUTION

WHEREAS, as senior citizens, totally and permanently disabled individuals and certain others, as defined in Chapter 9 of Act No. 281 of the Public Acts of 1967, as amended, may be eligible for property tax credit; and

WHEREAS, Public Act 166 of 1977 authorizes the governing body of a city to waive the portion of the late penalty fee for said citizens.

NOW, THEREFORE, BE IT RESOLVED, that the 3% late penalty fee, effective February 15, 2008, be waived under the terms, conditions and limitations of Public Act No. 166 of 1977.

On motion by Commissioner _____, seconded by
Commissioner _____, this resolution was adopted
by a _____ vote.

R-5

DATE: January 30, 2008

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Sale of Showmobile

I concur with the recommendation of the Parks and Recreation Director to award the bid for the sale of their showmobile to Adrian Public Schools in the amount of \$2,005. Although not the low bidder, the difference in the bids (\$3.00) was so insignificant that it would be in the best interests of all concerned that it remain for use in the community.

I urge your favorable consideration authorizing the sale of the showmobile to Adrian Public Schools for \$2,005.



Dane C. Nelson
City Administrator

DCN:bjw

Memo

TO: Dane C. Nelson, City Administrator
FROM: Mark K. Gasche, Parks and Recreation Director
DATE: January 29, 2008
SUBJECT: Recommendation for sale of showmobile

Sealed Bids were received on Thursday, January 10, 2008 for the sale of our 1970 Wenger Showmobile. Ten potential purchasers were invited to bid, with two responding as follows:

<u>Purchaser</u>	<u>Price</u>
Milan Fair Board	\$2,008
Adrian Public Schools	\$2,005

After review with staff it is my recommendation the bid is awarded to Adrian Public Schools in the amount of \$2,005. Even though they are not the high bidder, with such a small difference in the two bids we feel it is in the best interests of the community to award the bid to Adrian Public Schools. We enjoy a long standing cooperative relationship with the schools which we feel is very important. They have also agreed to work with the Milan Fair Board if they need the use of the showmobile.

R08-028

February 4, 2008

RE: DEPARTMENT OF PARKS & RECREATION – Disposition of Showmobile

RESOLUTION

WHEREAS, the City Purchasing Officer solicited bids from ten (10) potential purchasers and, on Thursday, January 10, 2008, received two (2) bids on behalf of the Department of Parks & Recreation to purchase the 1970 Wenger Showmobile, with the following results:

<u>Purchaser</u>	<u>Location</u>	<u>Amount</u>
Adrian Public Schools	Adrian, MI	\$2,005
Milan Fair Board	Milan, MI	\$2,008; and

WHEREAS, a review of the bid results reveals that the difference is inconsequential and that, due to the long-standing cooperative relationship between the City and local school district, that the best interests of the City would be served by awarding the purchase to Adrian Public Schools; and

WHEREAS, in addition, the Adrian Public Schools have agreed to work with the Milan Fair Board if they need to use the showmobile; and

WHEREAS, therefore, the Parks & Recreation Director and City Administrator recommend awarding the purchase to Adrian Public Schools, Adrian, MI at a price of \$2,005; and

WHEREAS, proceeds from the sale of the showmobile should be recorded in the Parks & Recreation "Sale of Property" account (101-691.00-683.000).

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the sale of the Parks & Recreation Department's 1970 Wenger Showmobile to Adrian Public Schools at a price of \$2,005.

On motion by Commissioner _____, seconded by
Commissioner _____, this resolution was adopted
by a _____ vote.

R-6

Memo

To: Dane C. Nelson, City Administrator
From: Mark K. Gasche, Parks & Recreation Director
Date: January 30, 2008
Re: Professional Services Recommendation – Design, Construction Specification and Third Party Administration of the Parks and Forestry Maintenance Garage Renovation

I concur with the recommendation of the Parks and Recreation Director to retain Dailey Engineering of Onsted, MI, for design, construction specification and third party administration of the newly-acquired Parks & Forestry Maintenance Facility at 381 Miles Drive. Dailey Engineering has submitted a quote for the initial work, which includes the completion of a floor and site plan, at a not-to-exceed cost of \$4,000.

I recommend that Dailey Engineering be retained for design specifications for the Parks and Forestry building, located at 381 Miles Drive, and that the bid process be waived.



Dane C. Nelson
City Administrator

With the purchase of the property at 381 Miles Drive complete, it is now time to begin the renovation process. With this in mind, staff requested Dailey Engineering, Onsted, MI, to submit a fee structure for limited design work, construction specification development and other necessary engineering services to complete this renovation in the most cost effective manner as possible. Additionally, due to the loan structure for this work, it is necessary for a third party to administer the purchasing and payout of the various items and work necessary; Dailey Engineering has agreed to act as this third party in the installment purchase agreement.

The initial work needed is the completion of a floor and site plan so that other activities may be planned. The fee for this initial work is estimated at between \$3,000 and \$4,000. Further construction design, specifications, planning and administering of payouts is estimated at 6% of the construction/renovations costs. This fee is lower than the typical 7-9% fee for this type of work. Staff will be responsible for working closely with Dailey Engineering to augment their services wherever possible, including construction management, specification writing (where in-house expertise allows) and planning.

Staff believes that by working with Dailey Engineering, this project can be completed in a timely manner, result in a satisfactory maintenance facility for the Parks & Forestry Division, and be accomplished in a cost effective manner.

DAILEY ENGINEERING INC

Todd A. Dailey, PE
8485 Stephenson Rd.
Onsted, Michigan 49265
Phone: (517) 467-9000
Fax: (517) 467-9010

ENGINEERING PROPOSAL

38 MILES DRIVE, ADRIAN, MICHIGAN

January 3, 2008

SCOPE OF WORK:

Dailey Engineering, Inc. will provide the following services pertaining to renovations of the vacant industrial/warehouse building located at 38 Miles Drive, Adrian, Michigan:

-Provide whatever consulting services are requested by the City of Adrian, including but not limited to:

- 3rd party reviews/sign-offs of subcontractor pay-apps.
- Prepare construction design documents of some aspects of the renovations.
- Provide consulting engineering services on some aspects of the renovations.
- Provide project management services, such as assisting in the development of construction cost estimates, procuring construction bids, etc.

SCHEDULE:

-Initiate consulting work immediately upon approval of this proposal. Scheduling of various consulting services to be coordinated with the City of Adrian.

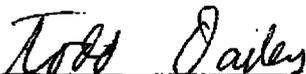
FEES:

Design fees to be provided on an hourly basis as follows:

- Professional Engineer @ \$100/hour.
- Autocad Designer @ \$52/hour
- Administrative/clerical @ \$30/hour
- Consultants: At cost

FEE ESTIMATES:

- Completion of floor plan, building elevations, and existing site plan estimated at a range of \$3000 to \$4000.
- Preparation of construction design documents for selected aspects of the renovations estimated at 6% of the corresponding construction costs.
- Estimate of total consulting fees for the entire project estimated at a range of 1% to 2.5% of the construction costs.

 1-3-2008

Todd Dailey (President, Dailey Engineering Inc.)

R08-029

February 4, 2008

RE: DEPARTMENT OF PARKS & RECREATION – Parks & Forestry Division – Design Specifications for Parks & Forestry Building Renovation

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution R07-124 dated July 16, 2008, approved financing for the purchase and renovation of the new Parks & Forestry Facility, located at 381 Miles Drive, at a total cost not to exceed \$2,000,000; and

WHEREAS, the City Administrator has executed a purchase agreement to acquire the subject building in the amount of \$550,000, including taxes and closing expenses; and

WHEREAS, Dailey Engineering, Onsted, MI, has submitted a proposal to prepare the design specifications for the building renovation at a cost not to exceed \$4,000; and

WHEREAS, although the dollar amount of this proposal is within the \$5,000 limit for administrative approval, the intent is to have Dailey Engineering become the third party to the Installment Purchase Agreement, providing coordination and oversight services for the entire renovation project at a reduced cost of 6% of construction-renovation expenses rather than the customary 7% to 9% fee for this type of work; and

WHEREAS, it is the further intent that, once the design specifications have been prepared and construction proposals received with related costs, the City Commission will be asked for final approval for completion of the project, including project financing; and

WHEREAS the Parks & Recreation Director and City Administrator recommend the engagement of Daily Engineering, Onsted, MI in the City's Standard Professional Services Contract for the purpose of preparing design specifications for the Parks & Forestry Building renovation at a cost not to exceed \$4,000, and that the bid process be waived in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes the engagement of Daily Engineering, Onsted, MI in the City's Standard Professional Services Contract for the purpose of preparing design specifications for the Parks & Forestry Building renovation at a cost not to exceed \$4,000.

BE IT FURTHER RESOLVED that, in the best interests of the City, the competitive bid process be waived, in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

On motion by Commissioner _____, seconded by
Commissioner _____, this resolution was adopted by a
_____ vote.

R-1

R08-030

February 4, 2008

Michigan Department of Transportation 3078 (10/07)

RESOLUTION OF INTENT

The approved resolution of intent to apply for financial assistance for fiscal year 2009 under act 51 of the public acts of 1951, as amended.

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the City of Adrian, (hereby known as THE APPLICANT) established under Act 94, to provide a local transportation program for the state fiscal year of 2009 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for THE APPLICANT, to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and (State Operating Assistance Program only)

WHEREAS, the performance indicators for this agency have been reviewed and approved by THE APPLICANT; and (State Operating Assistance Program only)

WHEREAS, THE APPLICANT, has reviewed and approved the proposed balanced (surplus) budget, and funding sources of estimated federal funds \$67,445, estimated state funds \$ 152,385, estimated local funds \$ 110,700, estimated fare box \$ 91,000, estimated other funds \$, with total estimated expenses of \$ 421,530

NOW THEREFORE, be it resolved that THE APPLICANT hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and

HEREBY, appoints Marcia Bohannon as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2009.

I, _____, of _____, (Name) (Secretary, Clerk)

THE APPLICANT, having custody of the records and proceedings of THE APPLICANT, does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of _____, 20__, with the original minutes now on file and of record in the office and that this resolution is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed seal of said _____, this day of _____, A.D. 20__.

On motion by Commissioner _____, seconded by Commissioner _____, this resolution was _____ by a _____ vote.

**Michigan Public Transit Facts
Vehicle Listing Report**

Adrian Dial-A-Ride										
Vehicle Identification Number (VIN)	State ID	Local ID	Status	Type	Seat Qty.	Lift Qty.	Year	Mileage	Repl Req.	Repl. Fund
1FDXE45S01HB21871	713432	29	ASSIGNED	LghtDty-Cutaway	11	1	2001	115,221	2006	2006
1FDXE45S32HB11417	714042	23	ASSIGNED	LghtDty-Cutaway	11	1	2002	137,246	2008	-
1FDXE45S3HB85195	714218	28	ASSIGNED	LghtDty-Cutaway	11	1	2004	101,543	-	-
1FDXE45S52HB11418	714043	27	ASSIGNED	LghtDty-Cutaway	11	1	2002	131,792	2007	-
1FDXE45S77DB08115	71-4818	29	ASSIGNED	LghtDty-Cutaway	11	1	2008	1,166	-	-
1GBE5V12X6F415423	71-4559	21	ASSIGNED	MedDty	14	2	2006	31,619	-	-
1HVBEABM21H502084	713511	25	ASSIGNED	MedDty	14	2	2002	137,661	-	-
1HVBEABM41H502085	713512	26	ASSIGNED	MedDty	14	2	2002	140,279	-	-

**Adrian Dial-A-Ride
Capital Requests For FY 2009**

Req. Yr	Program	Item Description	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2009	CMAQ							
Eligible/Pending:2 Requested:2 *25 *26	Vehicle	(Replace (2) 2002 medium-dity, diesel engine buses with (2) new diesel engine buses. The old buses will meet FTA useful criteria of 7 years)	\$144,000	\$36,000	\$0	\$180,000	REPLACE	PRE-REQUESTED
Eligible/Pending:1 Requested:1 *28	Vehicle	(Local #28, 2004 gas-powered cutaway. Replace with (1) new gas-powered engine bus.)	\$48,000	\$12,000	\$0	\$60,000	REPLACE	PRE-REQUESTED
Sub Total By Program Type			\$192,000	\$48,000	\$0	\$240,000		
Sub Total By Request Year			\$192,000	\$48,000	\$0	\$240,000		
Grand Total			\$192,000	\$48,000	\$0	\$240,000		

FY 2009 ADA CERTIFICATION/VEHICLE ACCESSIBILITY PLAN UPDATE

SECTION A. ADA CERTIFICATION

The City of Adrian certifies its demand-response (D-R) services offered to individuals with disabilities, including persons 65 years of age or older, and users of wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- | | |
|--------------------------------|---|
| (1) Response time; | (5) Restrictions on trip purpose; |
| (2) Fares; | (6) Availability of information and reservation capability; and |
| (3) Geographic service area; | (7) Constraints on capacity or service availability. |
| (4) Hours and days of service; | |

SECTION B. VEHICLE ACCESSIBILITY PLAN UPDATE (NOTE: To be completed only by agencies providing demand-response (D-R) service with a vehicle(s) obtained with state or federal monies.)

1. TOTAL D-R FLEET PLANNED FOR FY 2009 <u>7</u> VEHICLES	2. TOTAL D-R FLEET ACCESSIBLE OR LIFT-EQUIPPED <u>7</u> VEHICLES
---	---

3. HAS THE AGENCY MADE ANY CHANGES IN VEHICLE INVENTORY DESCRIBED IN NO. 1 AND NO. 2 ABOVE SINCE THE LAST ACCESSIBILITY PLAN AMENDMENT WAS SUBMITTED? YES NO
(If "yes", explain changes and reasons for those changes below.)

4. HAS THE AGENCY MADE ANY CHANGES IN THE FOLLOWING SINCE THE LAST ACCESSIBILITY PLAN AMENDMENT WAS SUBMITTED: (If "yes", please explain changes below).

A. FARE STRUCTURE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	B. SERVICE AREA INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
C. SERVICE AVAILABILITY INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	D. SERVICE TIME PERIOD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

E. LOCAL ADVISORY COUNCIL COMPOSITION YES NO

5. OTHER CHANGES. HAS THE AGENCY MADE ANY OTHER CHANGES IN ITS VEHICLE ACCESSIBILITY PLAN SINCE THE LAST SUBMISSION OF AN ACCESSIBILITY PLAN OR ANNUAL AMENDMENT? YES NO
(If "yes" please explain changes and reasons for changes below)

NOTE: The Local Advisory Council established by the agency must review and be given opportunity to comment upon this Accessibility Plan Amendment prior to submission with the annual application. Please mail to MDOT, minutes of the LAC, signed by an LAC member, that reflect LAC review of this form. Also mail a copy of the agency written response to LAC comments.

6. PLEASE INDICATE THE NUMBER OF TIMES PER YEAR THE AGENCY'S LAC MEETS:
 ANNUALLY QUARTERLY MONTHLY OTHER As needed

7. LAC MEMBER LIST (List below the members of your agency Local Advisory Council. Mail a separate page of additional names if necessary.)

NOTE: MDOT Administrative Rule 202 (1) requires that the applicant agency shall establish a local advisory council (LAC) composed of a minimum of three members. No LAC member shall be a staff or board member of the applicant agency. The applicant agency shall ensure all of the following: 1) 50% of the LAC membership represents persons who are 65 years of age or older and persons who have disabilities within the service area; 2) the LAC membership includes people who have diverse disabilities and the elderly who are users of public transportation; and 3) the applicant agency has approved at least one member, or 12% of the membership, jointly with the area agency on aging.

1. CHAIRPERSON'S NAME Mr Tim Guest	AFFILIATION (Name of organization, if any) Retired - Michigan Rehab Services
THIS MEMBER REPRESENTS: <input checked="" type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input checked="" type="checkbox"/> Neither of these groups
2. NAME Deb Campbell	AFFILIATION (Name of organization, if any)
THIS MEMBER REPRESENTS: <input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation <input type="checkbox"/> Neither of these groups
3. NAME Bobby Oliver	AFFILIATION (Name of organization, if any)
THIS MEMBER REPRESENTS: <input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input checked="" type="checkbox"/> Neither of these groups
4. NAME Robert Wilson	AFFILIATION (Name of organization, if any)
THIS MEMBER REPRESENTS: <input checked="" type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation <input type="checkbox"/> Neither of these groups
5. NAME John Meeker	AFFILIATION (Name of organization, if any)
THIS MEMBER REPRESENTS: <input checked="" type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input checked="" type="checkbox"/> Neither of these groups
6. NAME Alan Burg	AFFILIATION (Name of organization, if any) Lenawee Intermediate School District
THIS MEMBER REPRESENTS: <input checked="" type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input checked="" type="checkbox"/> Neither of these groups
7. NAME Libby Ziike	AFFILIATION (Name of organization, if any) Lenawee County Department on Aging
THIS MEMBER REPRESENTS: <input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input checked="" type="checkbox"/> Neither of these groups
8. NAME	AFFILIATION (Name of organization, if any)
THIS MEMBER REPRESENTS: <input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input type="checkbox"/> Neither of these groups
9. NAME	AFFILIATION (Name of organization, if any)
THIS MEMBER REPRESENTS: <input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older <input type="checkbox"/> Neither of these groups
THIS MEMBER IS: <input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation <input type="checkbox"/> Neither of these groups

5333(b) LABOR WARRANTY

City of Adrian is applying for Section 5311 funding under the Federal Transit Act,
(Name of Applicant)

as amended, for fiscal year 2009. We will be bound by the provisions of the special 5333(b) [former 13(c)] labor warranty for the period of the grant. The following is a list of other surface transportation providers and their unions in our jurisdictional service area:

PROVIDERS/UNIONS REPRESENTED (Please list): **None** (Please check if none.)

Lenawee Transportation, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 14723

Adrian TAXI Service, None

Royal Limousine, Inc., None

Tecumseh Trolley & Limousine Service, None

Our employees are represented by the following unions:

UNIONS REPRESENTED (Please list): **None** (Please check if none.)

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 14723

TYPED/PRINTED NAME AND TITLE	SIGNATURE OF TRANSPORTATION PROVIDER	DATE
Marcia Bohannon, Transportation Coordinator		01/22/08

FY 2009 TITLE VI INFORMATION

NAME OF APPLICANT

City of Adrian

All Section 5310, 5311 and 5316 recipients must submit the following general information:

1. A list of any active lawsuits or complaints naming the applicant that allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include: the date the lawsuit or complaint was filed; a summary of the allegation; and the status of the lawsuit or complaint, including whether the parties to a lawsuit have entered into a consent decree. If none, so state.

RESPONSE:

None

-
2. A summary of all civil rights compliance review activities conducted in the last three years. The summary should include: the purpose or reason for the review; the name of the agency or organization that performed the review; a summary of the findings and recommendations of the review; and, a report on the status and/or disposition of such findings and recommendations. If none, so state.

RESPONSE:

None

FY 2009 FTA SECTION 5311 CERTIFICATIONS AND ASSURANCES

INSTRUCTION: Return this form to Michigan Department of Transportation.

NAME OF APPLICANT

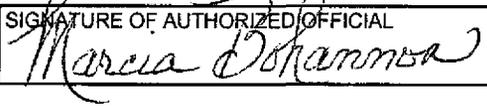
City of Adrian

The applicant agrees to comply with the applicable requirements of the following categories it has selected:

- | | |
|--|-------------------------------------|
| 1. Authority of Applicant and Its Representative | <input checked="" type="checkbox"/> |
| 2. Standard Assurances | <input checked="" type="checkbox"/> |
| 3. Non-procurement Debarment and Suspension | <input checked="" type="checkbox"/> |
| 4. Nondiscrimination Assurance | <input checked="" type="checkbox"/> |
| 5. Assurance of Nondiscrimination on the Basis of Disability | <input checked="" type="checkbox"/> |
| 6. Procurement Compliance | <input checked="" type="checkbox"/> |
| 7. Lobbying Certification (Check if application exceeds \$100,000.) | <input type="checkbox"/> |
| 8. Pre-Award and Post-Delivery Review Certification (Check if purchasing vehicles directly.) | <input type="checkbox"/> |
| 9. Bus Testing Certification (Check if purchasing vehicles directly.) | <input type="checkbox"/> |
| 10. Charter Bus Agreement | <input checked="" type="checkbox"/> |
| 11. School Bus Agreement | <input checked="" type="checkbox"/> |
| 12. Certification of Equivalent Service | <input checked="" type="checkbox"/> |
| 13. Substance Abuse Certifications | <input checked="" type="checkbox"/> |

FTA and MDOT intend that the certifications and assurances the Applicant has selected on this form should apply, as required, to each project for which the Applicant seeks FTA assistance during fiscal year 2009.

The applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance, or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 may apply to any certification, assurance, or submission made in connection with any program administered by FTA.

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Marcia Bohannon, Transportation Coordinator		01/22/08

Adrian Dial-A-Ride

**100 E. Church Street
Adrian, MI 49221**

(517) 264-4849

Nonurban City

Regular Service

Annual Budgeted

2009

Operating Revenue: \$91,000

Total Eligible Expenses: \$421,530

Local Share: \$201,700

Comments: -

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2009**

Revenue Schedule Report

Code	Description	Amount
401 :	Farebox Revenue	
40100	Passenger Fares	\$91,000
409 :	Local Revenue	
40910	Local Operating Assistance	\$110,700
411 :	State Formula and Contracts	
41101	State Operating Assistance	\$152,385
413 :	Federal Contracts	
41301	Federal Section 5311 (operating funds only)	\$67,445
Total Revenues: \$421,530		

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2009**

Expense Schedule Report

Code	Description	Amount
501 :	Labor	
50101	Operators Salaries & Wages	\$216,000
50102	Other Salaries & Wages	\$18,900
502 :	Fringe Benefits	
50200	Other Fringe Benefits	\$70,230
50201	Pensions	\$500
503 :	Services	
50302	Advertising Fees	\$1,000
50305	Audit Cost	\$2,750
50399	Other Services (Explain in comment field)	\$48,250
504 :	Materials and Supplies	
50401	Fuel & Lubricants	\$50,000
50499	Other Materials & Supplies	\$4,700
505 :	Utilities	
50500	Utilities	\$2,000
506 :	Insurance	
50603	Liability Insurance	\$6,200
507 :	Taxes & Fees	
50700	Taxes & Fees	\$400
509 :	Misc Expenses	
50902	Travel, Meetings & Training	\$100
50999	Other Misc Expenses (Explain in comment field)	\$500

Total Expenses: \$421,530

Total Ineligible Expenses: \$0

Total Eligible Expenses: \$421,530

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2009**

Non Financial Schedule Report

Public Service

Code	Description	Weekday DR	Saturday DR	Sunday DR	Total
610	Vehicle Hours	12,175			12,175
611	Vehicle Miles	144,000			144,000
615	Passengers - Regular	20,275			20,275
616	Passengers - Elderly	10,750			10,750
617	Passengers - Persons w/ Disabilities	37,050			37,050
618	Passengers - Elderly Persons w/ Disabilities	12,150			12,150
622	Total Demand-Response Passengers	80,225			80,225
625	Days Operated	255			255

Total Passengers: 80,225

Vehicle information

Code	Description	Quantity
655	Total Demand-Response Vehicles	7
656	Demand-Response Vehicle w/ Lifts	7
658	Total Transit Vehicles	7

Total Vehicles: 7

Miscellaneous Information

Code	Description	Quantity DR
660	Diesel/Gasoline Gallons Consumed	21,690
661	Total Transit Agency Employees (Full-Time Equivalents)	11
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	9
663	Number of Accidents	4

LOCAL BUS OPERATING ASSISTANCE COORDINATION PLAN

All agencies applying for Local Bus Operating Assistance must submit a coordination plan. (If an agency also is applying for Specialized Services Operating Assistance, only the Specialized Services coordination plan is required.)

COORDINATION EFFORTS

List all transit providers/purchasers in your area. Describe efforts for coordinating transit services with each of these agencies, including any purchase of service arrangements, training, maintenance, and dispatching services, etc. Also include a description of the process used to ensure coordination efforts are being pursued (i.e., LAC meetings, public hearings, etc.).

TRANSIT PROVIDER/PURCHASER	COORDINATION EFFORTS
<p>Lenawee Transportation Adrian TAXI Service Royal Limousine, Inc. Tecumseh Trolley & Limousine</p>	<p>Adrian Dial-A-Ride provides local demand-response service within the Adrian city limits, and Lenawee Transportation, our rural county transit system, operate out of the same facility. The personnel structure is comprised of an Operations Manager who governs the operation of both bus systems and serves in an administrative capacity. There is one Office Manager, who conducts the office detail and serves as a full-time dispatcher for Dial-A-Ride; one full-time dispatcher who works for Lenawee Transportation, and a pool of drivers. Two of the drivers are able to perform duties as our dispatchers and provide back-up service when necessary. All drivers are on one seniority board, work under the same wage scale, and belong to the same union. Each driver works for only one of the two systems, however; they have been utilized by either system when necessary.</p> <p>Both systems are housed in the same rented facility with all vehicles being parked outside in the same fenced-in parking lot. The dispatchers for each system share the same dispatch office which allows for coordination of service and elimination of duplicate service.</p> <p>The personnel from both transit agencies are included when training classes are conducted. We have employed the personnel from the local Human Service Agencies to provide training in the areas of Recipients' Rights and Sensitivity Training. Lenawee ISD's certified mechanic has been a facilitator for proper pre-trip training and the proper boarding/deboarding of wheel chair consumers. He also provided a short video on terrorism awareness. Our preventive maintenance program is implemented and monitored by the dispatchers and Operations Manager, who hires a mechanic to perform the small p.m. work. Our p.m. program is modeled from the O.E.M.'s recommended p.m. service plan. All other smaller mechanical service is farmed out to the private sector, primarily to one vendor. We continue to utilize the mechanical service from the Lenawee Intermediate School District for our safety inspections and most of the larger jobs requiring specific training/education to complete the assignment. They have also been included in our on-going maintenance seminars that are offered through the MDOT. When necessary, we utilize the service of mechanics from nearby transit facilities to perform warranty work and have tapped into our resources from the local warranty center, located 50 miles from our transit facility.</p> <p>The Adrian City Commission meetings are held twice a month and are open to the public. The Lenawee Transportation Corporation Board meets once a month and the public is welcome to attend. The agendas for each meeting, including the locations and times, are published in the local paper. Our LAC meets as needed and serves for both the LTC and Dial-A-Ride. The core of the LAC serves on other transit related committees where local issues are discussed and resolved. We work with the local Department of Human Service, Michigan Works!, Goodwill Industries, Family Counseling and Children Service, and State/Federal departments within the County School System.</p> <p>The Adrian TAXI is invited to attend our transportation meetings in an effort to coordinate transit services and provide round the clock service.</p>

FUTURE TRANSIT OBJECTIVES

Describe your future objectives regarding coordination/consolidation of transit services:

Consolidation of the two public transit systems is not being considered at this time. However, we do continue to coordinate services whenever possible. The manner in which our systems have been developed allows for seamless coordination and the ability to operate in a most efficient manner, providing timely service.

The Adrian Dial-A-Ride provides service within the City of Adrian. It is funded, primarily, by the City of Adrian's general fund with the revenue coming from the tax payers of the city. Lenawee Transportation also provides services to the general public but primarily provides service to the consumers of the Human Service Agencies and the residents of Lenawee County. A portion of their funding does come from the county, however; their largest source of operating revenue is through contract services.

The public transit systems, the Adrian TAXI, and the local limousine services do not compete for the same clientele.

FY 2009 CERTIFICATIONS AND ASSURANCES FOR THE STATE OF MICHIGAN

INSTRUCTIONS: Return this form to Michigan Department of Transportation.

NAME OF APPLICANT
City of Adrian

THE APPLICANT CERTIFIES TO COMPLY WITH THE APPLICABLE REQUIREMENTS SELECTED BELOW:

- A. This organization has the necessary operational lifts on its vehicles as required by Act 51, [Section 10e(17) and 10e(18)] of the Public Acts of 1951, as amended, and the Americans with Disabilities Act of 1990. The organization also certifies that the lifts are maintained and cycled on a regularly scheduled basis. (Regular and 5310 agencies).

- B. This organization has proof of vehicle insurance on file (Regular and 5310 agencies)

- C. This organization has published a Public Notice of Intent to apply for state and/or federal funds. The newspaper copy is on file at the agency (All agencies)

- D. This organization's Coordination Committee has reviewed and approved the "Coordination Plan for Specialized Services and 5310 Applicants." (Specialized Services and agencies applying **only** for 5310.)

The applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in statements submitted herein with this document. The truthfulness and accuracy of this document will enable the applicant to receive state funding.

NAME AND TITLE OF AUTHORIZED OFFICIAL Marcia Bohannon, Transportation Coordinator	SIGNATURE OF AUTHORIZED OFFICIAL <i>Marcia Bohannon</i>	DATE 01/22/08
--	--	------------------

PUBLIC NOTICE

Adrian Dial-A-Ride PROPOSED STATE AND FEDERAL SECTION~5311 APPLICATION FOR OPERATING AND CAPITAL ASSISTANCE

All citizens are advised that the Adrian Dial-A-Ride has prepared an application for State of Michigan financial assistance for fiscal year 2009, as required under Act 51 of the Public Acts of 1951, as amended, and for Federal Section~5311 assistance as required under the Federal Transit Act, as amended.

Adrian Dial-A-Ride is requesting \$152,385 in state operating assistance for general public transit services; \$67,445 for Federal Section 5311 operating assistance and \$240,000 in CMAQ funding for three replacement vehicles equipped with a wheelchair.

The proposed application is on file at Adrian Dial-A-Ride, 100 E Church Street, Adrian, Michigan, and may be reviewed by appointment during a 30-day period ending March 2, 2008.

Written comments regarding the application and/or written requests for a public hearing to review the application must be received by March 4, 2008. If a hearing is requested, notice of the scheduled date, time, and location will be provided at least 10 days in advance.

Submittals should be mailed to Adrian Dial-A-Ride, 100 East Church St., Adrian, Michigan 49221.

FY 2009 CONTRACT CLAUSES CERTIFICATION

INSTRUCTION: Return this form to Michigan Department of Transportation.

I acknowledge that I have received a copy of the Contract Clauses dated October 30, 2007. I understand that the nature of the project will determine which requirements of the contract clauses apply and I agree that such clauses apply to all FTA-funded contracts for FY 2009.

NAME

Gary E McDowell

TITLE

Mayor

ORGANIZATION

City of Adrian

SIGNATURE *

DATE

* If the agency has a master agreement with MDOT, the signature must be the same as the authorized signature of the master agreement.

CONTRACT CLAUSES

1. **Fly America Requirements**

The Agency agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Agency shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Agency agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. **Buy America Requirements**

The Agency agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An Agency must submit to the FTA recipient the appropriate Buy America certification with all FTA-funded contracts, except those subject to a general waiver. Contracts that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

3. **Drug and Alcohol Testing** 49 U.S.C. 5331, 49 CFR Parts 655

The Agency agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the Department, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Agency agrees further to certify annually its compliance with Part 655 by February 1 and to submit the Management Information System (MIS) reports before February 1 to the Department.

4. **Energy Conservation Requirements** 42 U.S.C. 6321 et seq./ 49 CFR Part 18
The Agency agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
5. **Clean Water Requirements** 33 U.S.C. 1251
(1) The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Agency agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Agency agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
6. **Charter Bus Requirements** 49 U.S.C. 5323(d), 49 CFR Part 604
The Agency agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.
Any charter service provided under one of the exceptions must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.
7. **Lobbying** 31 U.S.C. 1352/ 49 CFR Part 19/ 49 CFR Part 20
The Agency agrees that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded to the Department.
8. **Access to Records** 49 U.S.C. 5325/ 18 CFR 18.36/ 49 CFR 633.17
The following access to records requirements apply to this Contract:
(1) Where the Agency is not a State but a local government and is the FTA Recipient or a subagency of the FTA Recipient in accordance with 49 CFR 18.36(l), the Agency agrees to provide the Department, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
(2) Where the Agency enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 CFR 19.48, Agency agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books,

documents, papers and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(3) The Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Agency agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Agency agrees to maintain same until the Department, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

9. **Federal Changes** 49 CFR Part 18

The Agency shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Annual Master Agreement (Form FTA MA) between Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Agency's failure to comply shall constitute a material breach of this contract.

10. **Clean Air** 42 U.S.C. 7401 et seq/ 40 CFR 15.61/ 49 CFR Part 18

(1) The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Agency agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Agency also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. **Recycled Products** 42 U.S.C. 6962/ 40 CFR Part 247/ Executive Order 12873

The Agency agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. **School Bus Requirements** 49 U.S.C. 5323(F), 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

13. **Program Fraud and False or Fraudulent Statements or Related Acts** 31 U.S.C.

3801 et seq/ 49 CFR Part 31/ 18 U.S.C. 1001/ 49 U.S.C. 5307

(1) The Agency acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. Dot regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Agency to the extent the Federal Government deems appropriate.

(2) The Agency also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Agency, to the extent the Federal Government deems appropriate.

(3) The Agency agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subagencies who will be subject to the provisions.

14. **Termination** 49 U.S.C. Part 18/ FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The Department may terminate this contract, in whole or in part, at any time by written notice to the Agency when it is in the Government's best interest. The Agency shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Agency shall promptly submit its termination claim to the Department to be paid to the Agency. If the Agency has a property in its possession belonging to the Department, the Agency will account for the same, and dispose of it in the manner the Department directs.

b. Termination for Default [Breach or Clause] (General Provision) If the Agency does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Agency fails to perform in the manner called for in the contract, or if the Agency fails to comply with any other provisions of the contract, the Department may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Agency setting forth the manner in which the Agency is in default. The Agency will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Department that the Agency had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Agency, the Department, after setting up a new

delivery of performance schedule, may allow the Agency to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Department in its sole discretion may, in the case of a termination for breach or default, allow the Agency thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Agency fails to remedy to the Department's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Agency or written notice from the Department setting forth the nature of said breach or default, the Department shall have the right to terminate the Contract without any further obligation to the Agency. Any such termination for default shall not in any way operate to preclude the Department from also pursuing all available remedies against the Agency and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the Department elects to waive its remedies for any breach by Agency of any covenant, term or condition of this Contract, such waiver by the Department shall not limit the Department's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The Department, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Department shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Services) If the Agency fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Agency fails to comply with any other provisions of this contract, the Department may terminate this contract for default. The Department shall terminate by delivering to the Agency a Notice of Termination specifying the nature of the default. The Agency will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Agency was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department.

g. Termination for Default (Transportation Services) If the Agency fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Agency fails to comply with any other provisions of this contract, the Department may terminate this contract for default. The Department shall terminate by delivering to the Agency a Notice of Termination specifying the nature of default.

The Agency will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Agency has possession of Recipient goods, the Agency shall, upon direction of the Department, protect and preserve the goods until surrendered to the Department or its agent. The Agency and the Department shall agree on payment for the preservation and protection of goods. Failure to

agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Agency was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department.

15. **Governmentwide Debarment and Suspension**

The recipient agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 CFR Part 29.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The Department may pursue available remedies, including suspension and/or debarment.

(2) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "persons," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Department for assistance in obtaining a copy of those regulations.

(4) The Agency agrees by signing this certification that it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Department.

(5) The Agency further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", without modification, in all covered transactions and in all solicitations for covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

(7) Nothing contained in the foregoing shall be construed to require establishment of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under Paragraph 4, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the

Department may pursue available remedies including suspension and/or debarment.

16. **Privacy Act Requirements** 5 U.S.C. 552

The following requirements apply to the Agency and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Agency agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Agency agrees to obtain the express consent of the Federal Government before the Agency or its employees operate a system of records on behalf of the Federal Government. The Agency understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Agency also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government finance in whole or in part with Federal assistance provided by FTA.

17. **Civil Right Requirements** 29 U.S.C. 623/ 42 U.S.C. 2000/ 42 U.S.C. 6102/ 42 U.S.C. 12112/ 42 U.S.C. 12132/ 49 U.S.C. 5332/ 29 CFR Part 1630/ 41 CFR Parts 60 *et seq.*

The following requirements apply to the underlying contract:

(1) **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit law at 49 U.S.C. § 5332, the Agency agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Agency agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 5332, the Agency agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but

not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.

(3) The Agency also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

18. **Breaches and Dispute Resolution** 49 CFR Part 18/ FTA Circular 4220.1E

Disputes. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Department. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Agency mails or otherwise furnishes a written appeal to the Department. In connection with any such appeal, the Agency shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon the Agency and the Agency shall abide by the decision.

Performance During Dispute. Unless otherwise directed by the Department, the Agency shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and the Agency arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Department is located.

Rights and Remedies. The duties and obligations imposed by the contract and the

rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or Agency shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. **Transit Employee Protective Agreements**

(1) The Agency agrees to comply with the applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Agency agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Agency agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §§ 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §§ 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §§ 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §§ 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Agency agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §§ 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Agency agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed

in whole or in part with Federal assistance authorized by 49 U.S.C. §§ 5311, the Agency agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Agency also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

20. **Disadvantaged Business Enterprise (DBE) Provision** 49 CFR Part 23

(1) The Federal fiscal year goal has been set by the Department in an attempt to match projected procurements with available qualified disadvantaged businesses. The Department's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the Department as set forth by the U.S. Department of Transportation Regulations 49 CFR Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated and if the Agency is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the Department may declare the Agency noncompliant and in breach of contract. If a goal is not stated, it will be understood that no specific goal is assigned to this contract.

(a) Policy It is policy of the U.S. Department of Transportation and the Department that Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and as amended in Section 106© of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this contract.

The Agency agrees to ensure that DBEs as defined in 49 CFR Part 23 and section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Agency shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Agency shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical disability in the award and performance of subcontracts.

It is further the policy of the Department to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the Department procurement activities are encouraged.

(b) DBE obligation The Agency and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the

performance of contracts and subcontract financed in whole or in part with federal funds provided under the Agreement. In that regard, all Agencies and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Agency is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the Department may declare the Agency noncompliant and in breach of contract.

(d) The Agency will keep records and documents for reasonable time following performance of this contract to indicate compliance with the Department DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Department and will be submitted to the Department upon request.

(e) The Department will provide affirmative assistance as may be reasonable and necessary to assist the prime Agency in implementing their programs for DBE participation.

The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific American, Asian-Indian

Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleut, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian American", which includes persons whose origins are from India, Pakistan, and Bangladesh.

21. **State and Local Law Disclaimer**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

22. **Incorporation of Federal Transit Administration (FTA) Terms** FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding contact provisions.

All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Agency shall not perform any act, fail to perform any act, or refuse to comply with any of the Department requests which would cause the Department to be in violation of the FTA terms and conditions.

23. **No Government Obligation to Third Parties**

(1) The Agency acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to

any obligations or liabilities to the Agency, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Agency agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. **Cargo Preference Requirements** 46 U.S.C. 1241/ 46 CFR Part 381

The Agency agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities of ocean vessel.

25. **Bus Testing** 49 U.S.C. 5323(c)/49 CFR Part 665

The Agency agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall require the Contractor to comply with the following:

(1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

(2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

(3) If the manufacturer represents the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not

identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced with a major change in configuration or component), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicles configuration and major components.

26. **Pre-Award and Post Delivery Audits Requirements** 49 U.S.C. 5323/ 49 CFR Part 663

The Agency agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists

1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit

1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27. **Contract Work Hours and Safety Standards Act** 40 U.S.C. §§ 327-333 (1995)/ 29 CFR § 5 (1995)/ 29 CFR § 1926 (1995)

(1) **Overtime requirements.** No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In

addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department shall be upon its own action or upon written request of an authorized representative of the U. S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any subcontracts. The prime contractor shall be responsible for compliance by any subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records. (a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Section 107 (OSHA):

(This section is applicable to construction contracts only)

Contract Work Hours and Safety Standards Act. (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) Subcontracts. The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

28. **Seismic Safety Requirements** 42 U.S.C. 7701 *et seq.*/49 CFR Part 41

The Agency agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the U. S. Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Agency also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

29. **Bonding Requirements**

Bid Bond Requirements (Construction). (a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the Department and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting a Bid, it is understood and agreed by bidder that the right is reserved by the Agency to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the Agency, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the Agency as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the Agency for the damages occasioned by default, then the undersigned bidder agrees to indemnify the Agency and pay to the Agency the difference between the bid security and the Department's total damages, so as to make the Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Agency shall require the Contractor to obtain performance and payment bonds as follows: (a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.

2. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond. (b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the Department may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Agency's interest.

(a) The following situations may warrant a performance bond:

1. Agency property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the Agency, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
2. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Agency's best interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Agency may be required to obtain an advance payment bond if the contract contains an advance payment provision and performance bond is not furnished. The Agency shall determine the amount of the advance payment bond necessary

to protect the Agency.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The Agency shall determine the amount of the patent indemnity to protect the Agency.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the Agency, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Agency, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the [Agency], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the Agency and shall replace and repair any defective materials or equipment or faulty workmanship during he period of the guarantee at no cost to the Agency.

As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the Agency written by the same corporate surety that the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

30. **Davis-Bacon Act** 40 USC § 276a-276a-5 (1995)/ 29 CFR § 5(1995)

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions s are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(iv)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding. The Agency shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld from the contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period had been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for the in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of fund. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246 as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

31. **Copeland Anti-Kickback Act** 40 U.S.C. § 276c (1995)/ 29 CFR § 3 (1995)/ 29 CFR § 5 (1995)

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

32. **Procurement**

To the extent applicable, the Recipient agrees to comply with the following third party procurement requirements:

a. **Federal Standards**. The Recipient agrees to comply with FTA Circular 4220.1E, "Third Party Contracting Requirements" any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA **Best Practices Procurement Manual** provides additional procurement guidance. Be aware that the FTA **Best Practices Procurement Manual** is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

b. **Project Approval/Third Party Contract Approval**. Unless stated otherwise in writing, the Recipient agrees that approval of the Project does not constitute pre-approval of any non-competitive third party contract awards associated therewith.

c. **Exclusionary or Discriminatory Specifications**. Apart from inconsistent requirements imposed by Federal statute or regulations, the Recipient agrees to comply with the requirements of 49 U.S.C. §§ 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

d. Bus Seat Specifications. A State or local government recipient may use specifications conforming with the requirements of 49 U.S.C. §§ 5323(e) to acquire bus seats.

e. Preference for Recycled Products. To the extent practicable and economically feasible, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6962.

f. Geographic Restrictions. The Recipient agrees to refrain from any using State or local geographic preference, except those expressly mandated or encouraged by Federal statute, such as those set forth in Subsection 15.i of this Master Agreement below, or as permitted by FTA.

g. Architectural, Engineering, Design, or Related Services. When procuring architectural, engineering, or related services, the Recipient agrees to comply with the provisions of 49 U.S.C. §§ 5325(b), either by negotiating for those services in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§§§ 541 *et seq.*, or by using an equivalent qualifications-based requirement of the State. Provided a sufficient number of qualified firms are eligible to compete for the third party contract, the contractor's geographic location may be a selection criterion. When awarding contracts for architectural, engineering, or related services, the Recipient agrees to accept undisputed audits conducted by other governmental agencies, consistent with the provisions of 23 U.S.C. §§ 112(b)(2) (C) through (F). To the extent a State has adopted or adopts by law formal procedures for procuring architectural, engineering, or related services, this Subsection 15.i. of this Master Agreement does not apply.

h. Award to Other than the Lowest Bidder. In accordance with 49 U.S.C. §§ 5325(c), a Recipient may award a third party contract to other than the lowest bidder, when such an award furthers objectives consistent with the purposes of 49 U.S.C. chapter 53 and any implementing regulations, circulars, manuals, or other guidance FTA may issue.

i. Rolling Stock. In acquiring rolling stock, the Recipient agrees as follows:

(1) Method of Acquisition. The Recipient may award a third party contract for rolling stock based on initial capital costs, performance, standardization, life cycle costs, and other factors, or based on a competitive procurement process, in accordance with 49 U.S.C. §§ 5326(c).

(2) Multi-year Options. A Recipient may procure rolling stock using financial

assistance provided by 49 U.S. C. chapter 53 using a contract including an option to buy additional rolling stock or replacement parts for not more than 5 years after the date of the original contract, in accordance with 49 U.S.C. 5326(b)(1).

n. Notification of Federal Participation. In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

o. Access to Third Party Contract Records. The Recipient agrees to require its third party contractors and third party subcontractors at as many tiers as required to provide the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives access to all third party records as they request for audits and inspections related to any third party contract not awarded on the basis of competitive bidding for a capital or improvement project, as needed for compliance with 49 U.S.C. §§ 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors at as many tiers as required to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper project management as determined by FTA.

p. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Standards architecture in compliance with section 5206(e) of TEA-21, 23 U.S.C. §§ 502 note, and FHWA/FTA's "Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards," 63 Fed. Reg. 70443 *et seq.*, December 21, 1998, and any other applicable subsequent Federal guidance.

q. Federal Supply Schedules. Only to the extent permitted by U.S. GSA, U.S. DOT, or FTA regulations or guidance may State, local, or nonprofit Recipients use Federal Supply Schedules in making third party acquisitions.

33. Leases.

a. Capital Leases. To the extent applicable, the Recipient agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Recipient agrees to obtain FTA concurrence before entering into a leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

c. Cross-Border Leases. To the extent applicable, the Recipient agrees to comply

with FTA Circular 7020.1, "Cross-Border Leasing Guidelines," April 26, 1990, in connection with the acquisition of capital assets involving a cross-border lease.

34. **Real Property.** For projects involving real property, the Recipient agrees as follows:
- a. **Land Acquisition.** The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§§§ 4601 *et seq.*; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 - b. **Covenant Assuring Nondiscrimination.** The Recipient agrees to include a covenant in the title of the real property to assure nondiscrimination during the useful life of the project.
 - c. **Recording Title to Real Property.** To the extent required by FTA, the Recipient agrees to record the Federal interest in the title of real property.
 - d. **FTA Approval of Changes in Real Property Ownership.** The Recipient agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from FTA.
35. **Construction.** For activities involving construction, the Recipient agrees as follows:
- a. **Drafting, Review, and Approval of Construction Plans and Specifications.** To the extent required by FTA, the Recipient agrees to comply with FTA requests pertaining to the drafting, review and approval of construction plans and specifications.
 - b. **Supervision of Construction.** The Recipient agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.
 - c. **Construction Reports.** The Recipient agrees to provide progress reports and such other information as may be required by FTA or the State.
 - d. **Project Management for Major Capital Projects.** The Recipient agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any revision thereto, applicable to a Major Capital Project.

TITLE VI/EEO COMPLIANCE APPLICATION

Title VI of the Civil Rights Act of 1964, related statutes and regulations provide that no person shall on the ground of race, color, national origin, gender, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds, whether schools, colleges, government entities, or private employers must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

If you need assistance completing this form due to a physical impairment, please contact us by phone at (517) 241-4427, Fax (517) 335 - 0945 or TDD/TTY through the Michigan Relay Center at (800) 649-3777.

COMPANY/ORGANIZATION NAME	TELEPHONE NUMBER	
City of Adrian	517 264 4881	
STREET ADDRESS	FAX NUMBER	
100 East Church Street	517 265 8798	
P.O.BOX	CITY	
	Adrian	
COUNTY	STATE	ZIP CODE
Lenawee	MI	49221

TYPE OF COMPANY/ORGANIZATION (Check all that apply)

Prime Contractor Supplier Governmental Consultant University

Other (Identify) _____

PROCEDURES FOR MONITORING AND IMPLEMENTING EQUAL EMPLOYMENT OPPORTUNITY PROCEDURES INCLUDED BUT ARE NOT LIMITED TO THE FOLLOWING:

- Employers/contractors must establish an Equal Opportunity Policy. Employers/contractors must accept as their operating policy the following: *It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, gender, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship pre-apprenticeship, and/or on-the-job training.*
- The employers/contractors must designate and make known to MDOT an Equal Opportunity Officer. The individual appointed must be capable of effectively administering and promoting an active program of equal employment opportunity and must be assigned adequate authority and responsibility to do so.
- The employers'/contractors' equal opportunity policies must be disseminated to all staff members authorized to hire, supervise, promote, and discharge employees, or who recommend such action. To ensure that the policy is known, periodic meetings of supervisory and personnel office employees must be conducted not less than once every six months.

- All employees, prospective employees and potential sources of employees should be advised of the employer's/contractor's equal opportunity policy. Notices and posters setting forth the employer's equal opportunity policy must be placed in areas readily accessible to the aforementioned. The employer's/contractor's equal employment opportunity and the procedures to implement the policy must be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- When advertising for employees, the employers/contractors must include, in all advertisements for employees the notation: "*An Equal Opportunity Employer.*" All such advertisements must be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- Employers/contractors must establish a process to investigate all complaints of alleged discrimination and take appropriate corrective action, including a method to inform all complainants of their avenues of appeal. Complainants should be advised of their right to file a complaint with governmental agencies (i.e., the State recipient, the Federal agency providing funds to the state recipient, the Department of Civil Rights, the Department of Justice, etc.).

For additional information regarding the completion of this form, contact MDOT, Office of Business Development at (517) 241- 4427. **A copy of 23 CFR Appendix A to Subpart A of Part 230 Special Provisions is available upon request. It provides specific information regarding equal employment opportunity responsibilities.**

NAME AND TITLE OF THE EQUAL EMPLOYMENT OFFICER (this individual must be capable of effectively administering and promoting an active equal opportunity program and is assigned adequate authority and responsibility to carry out these duties.)

NAME (Please Print)	COMPANY/ORGANIZATIONAL TITLE (Please Print)
Heather Lasky	City of Adrian, Human Resource Director

I certify that I will abide by the equal employment opportunity requirements outlined in this application. I also understand the provisions of Title VI and related statutes. This certification is also my assurance that I will not discriminate on the grounds of race, color, national origin, gender, age, or disability.

AUTHORIZED CORPORATE OR ORGANIZATIONAL OFFICER	TITLE	DATE
	City Administrator	

NOTE: You must notify MDOT within 45 days if any of the information you provided on this application changes.

Please return this application to:

**Michigan Department of Transportation
Office of Business Development
P.O. Box 30050
Lansing, MI 48909**

Do not write in the area below

APPROVAL	DATE

MISCELLANEOUS

M-1

**ADRIAN CITY PLANNING COMMISSION
JANUARY 8, 2008
REGULAR MEETING
MINUTES**

The regular meeting of the Adrian City Planning Commission was called to order by Chair Jacobitz at 7:10 p.m. in the Commission Chambers of City Hall.

Present: Mike Jacobitz Chair
Khamis Al-Omari Vice Chair
Gary McDowell Mayor
Kirk Valentine City Commissioner
Peter Barr
Mel Dye

Also Present: Leslie E. Kettren City Planner

Absent: Kristin Bauer City Engineer
Chad Johnson
Marilyn Schebil

**APPROVAL OF MINUTES OF THE
DECEMBER 4, 2007, REGULAR MEETING**

There was one addition to the minutes. Commissioner Barr stated, "That if we are going to have a City employee on the Commission they should be a resident of the City". This addition should be added to Item 3 on page 5. There were no further additions or corrections. Commissioner McDowell moved that the Minutes of the December 4, 2007, regular meeting be approved as corrected. Commissioner Al-Omari supported. Motion carried unanimously.

The equipment for the PowerPoint presentation for Items 3 and 4 was being set up, so the Commission continued with their agenda.

**CASE NO. 07-076
REVIEW OF DRAFT LANGUAGE TO
AMEND SECTION 2.71 – HOME OCCUPACTIONS
AND SECTION 25.14 – HOME OCCUPATIONS**

This language would allow beauty and barber shops as home occupations in the R-2, R-3 and R-4 Single Family Residential Districts. The Commission had received a request from someone who wished to operate a one chair beauty shop from their home. There was discussion if allowing this as a home occupation would hinder these types of businesses from operating in the downtown. It was mentioned that this would make those operating these

businesses out of their homes legal and that a one chair operation would be considered a start-up business, and if it was successful and the person wished to enlarge the business they would then need to move to larger quarters. It was mentioned that any large increase in traffic would be enforced on the basis of complaints. The R-1 Single Family Residential District does not allow home occupations. Commissioner Al-Omari moved that the Planning Commission hold a public hearing at their next regular meeting to hear and consider objections to amending Sections 2.71 and 25.14 to allow beauty and barber shops as home occupations. Commissioner Valentine supported. Motion carried unanimously.

CASE NO. 07-078
CONSIDER A TEXT AMENDMENT TO THE
B-1 LOCAL BUSINESS DISTRICT

CASE NO. 07-072
CONSIDER A TEXT AMENDMENT TO THE
B-2 COMMUNITY BUSINESS DISTRICT

Ms. Kettren made a PowerPoint presentation regarding how this research was conducted and how draft language was developed that would allow shopping centers in the B-1 and B-2 Districts. The proposed text would regulate the building size and number of stores. There was discussion on "mixed uses" as mentioned in the B-3 District, and regulating business by size instead of use. There were some changes made to the draft; a definition of "mixed uses" may be needed, the word "retail" needed to be changed to indicate the other types of uses allowed in these two districts. Ms. Kettren will e-mail the Commissioners for further discussion. Commissioner Dye moved that the Planning Commission set a public hearing for the February meeting to hear and consider comments to amending the B-1 and B-2 districts to allow shopping centers. Commissioner Barr supported. Motion carried unanimously.

COMMUNICATION ITEMS

Development Regulations – Update of Zoning Ordinance Rewrite

This is moving forward, an agreement on the scope of work has been made.

Student Housing – Update from Ad-Hoc Committee

The Commission will receive language at the February meeting for discussion. Siena Heights University will be sending a letter to address some of the issues.

2006 Comprehensive Plan Update

Review of text changes will be at the February meeting. The hold up is the mapping. Currently the existing Region 2 Planning Commission map is being put on the City's GIS system. Commissioner Valentine moved that the Planning

Commission hold a public hearing at their February meeting to review and consider revisions to the 2006 Comprehensive Plan. Commissioner Al-Omari supported. Motion carried unanimously.

Sign Ordinance Amendments – Update from Ad-Hoc Committee

Commissioners Johnson, Al-Omari and Jacobitz have worked on revisions to Article XXX of the Zoning/Development Regulations. The final product is basically a rewrite of the existing. The Zoning Board of Appeals expressed an interest in replacing pole signs with monuments signs, and going green by requiring LEED Certified illumination for signs. They also discussed the definition of what constitutes a sign “frame”. Commissioner Barr moved that the Planning Commission hold a public hearing at their February meeting to hear and consider comments to amending Article XXX – Signs. Commissioner Al-Omari supported. Motion carried unanimously.

Discussion of Proposed By-Laws

The Commission was given copies of the By-Laws with proposed changes. Section 3.1 was changed to say there will be 7 citizen members on the Commission; this eliminates the City Engineer or an Administrative Official. A new Article 4 was added, which requires members to have obtained Citizen Planner certification. Section 12.3 would now stipulate that voting will be in the form of a rotating roll-call. After discussion, no changes or additions were made. Commissioner Al-Omari moved that the Planning Commission approve these changes to the By-Laws as presented. Commissioner Valentine supported. Motion carried unanimously.

Status of Joint Meeting with Madison Charter Township Planning Commission Township’s Land Use Plan

The Commission was in receipt of a notification from the township concerning a public hearing on January 28, 2008, to consider their proposed land use plan. Chair Jacobitz had left a telephone message for the Township’s Planning Chair, but no answer was received. The Commission directed staff to pursue this with Region 2 Planning Commission. There was some discussion on attending the January 28 meeting and requesting a joint meeting at that time. It was mentioned that Township Commissioner Larry Liedel might also be contacted.

Communications sent to Applicant North Towne Commons Site Plan

The Commission was in receipt of copies of two letters, one sent to Mr. Richard Gritzmaker addressing the deficiencies in their submitted site plan. The other was from the Michigan Department of Transportation (MDOT), which lists comments from their review of the plans for this development.

Communication Sent to 922 East Beecher Street
Site Plan Review

The Commission was in receipt of a letter regarding a proposal to change the former auto sales facility into a restaurant. A site plan will need to be submitted. Also there is an existing business on this property, which may require a lot split, however, the proposed text amendments to the B-1 and B-2 District would allow for more than one principal use of the property.

Communication Sent to Applicant
1304 West Maumee Street

An administrative review has been made and approved conditionally to remodel the former church into two apartments. The property is already zoned RM-1 Multiple Family Residential. The conditions are striping the parking lot and that any signage must comply with Article XXX – Signs.

Region 2 Planning Commission Annual Dinner
January 10, 2008

Anyone interested in attending this may contact the secretary.

Discussion on Revisions to Article XXX – Signs

This item was discussed during the update from the Ad-Hoc Committee. A public hearing was set for February to consider amending Article XXX as proposed.

Update of Outdoor Storage Concerns in the E-1 District

There is language in the E-1 District regarding outdoor storage. After some discussion, the Commission directed staff to send a letter to PPG Industries requiring them to screen the outdoor storage, stating that the Planning Commission was in agreement with additional screening and that as long as this outdoor storage is not visible it will be fine.

Work Release Facilities in the B-3 District

At the January 3 work session, the Planning Commission discussed the request made by the City Commission to remove work release facilities from the B-3 Central Business District. Commissioner Barr moved that the Planning Commission hold a public hearing at their next regular meeting to hear and consider objections to removing work release facilities as a use subject to a zoning exception permit from the B-3 Central Business District. Commissioner Valentine supported. A roll call vote was made.

In Favor of Motion: Barr, Valentine, Jacobitz, Al-Omari, McDowell.

Against Motion: Dye.

Motion carried.

Adrian College Admission House

The Commission directed staff to draft language that would allow the Adrian College Admission House to be a permanent use in the R-4 Single Family Residential District as an exception without redrawing the land use map.

There being no further business, the meeting adjourned at 8:20 p.m.

Respectfully submitted,

Denise Cook, Secretary

41-2

ZONING BOARD OF APPEALS
JANUARY 8, 2008
REGULAR MEETING
MINUTES

The regular meeting of the Zoning Board of Appeals was called to order by Chair Berthold at 6:32 p.m. in the Commission Chambers of City Hall.

Present: Mike Berthold Chair
 Cindy Bily Vice Chair
 Greg DuMars City Commissioner
 Mike Jacobitz
 Maralee Koleski

Also Present: Mitch Blonde Alternate
 Michael McGrath Alternate
 Leslie E. Kettren City Planner

APPROVAL OF MINUTES OF THE
OCTOBER 2, 2007, REGULAR MEETING

There were no corrections or additions to the minutes. Board Member Jacobitz moved that the Minutes of the October 2, 2007, regular meeting be approved as submitted. Board Member Koleski supported. Motion carried unanimously.

CASE NO. 07-078
VARIANCE REQUEST FOR CROSSROADS SHOPPING CENTER
1368 SOUTH MAIN STREET

Mr. Bob Hassey and Ms. Jessica Ruff from Ruff Neon were present for this meeting. They are proposing to replace the existing "Hobby Lobby" sign with a new Crossroads sign which would include six tenant signs. Three variances are needed:

1. Variance to the size of pole sign. The request is to install a 400.5 square foot sign. Section 30.17 allows a maximum of 81 square feet. Less the previously approved 5 square foot variance (1987 and 1988), the dimensional variance request is for 315.5 square feet.
2. Variance to number of tenant signs: Request is to install six tenant identification signs. Section 30.17(2) requires not more than five tenant signs. A variance of one tenant sign is needed.
3. Variance to size of tenant signs: Request is for 16 square foot tenant signs. Section 30.17(2) requires a maximum size of 12 square feet. A variance of 4 square foot per sign or a total of 24 square feet is needed.

The existing sign structure displays the following signs: Hobby Lobby, Lifestyle, Big Lots, Dollar Tree, Payless Shoe Source and Country Market. Mr. Hassey stated there was no problem removing one of the tenant signs. The proposed sign would be the same size as the existing one with the exception of one extra tenant sign. The present sign is 164 square feet and has a total of six signs. The proposed sign would be the same size and design as the existing K-Mart sign. The existing Hobby Lobby sign has a cabinet that is 3 feet wide, which received a variance for the width in 1987. Section 30.01 (n) talks about signs having two or more faces, the area of all faces shall be included in determining the area of the sign, unless such faces are not more than 2 feet from one another. The Board was in receipt of staff comments which recommended denial. In reviewing the submitted drawings, staff included the square footage of the enhanced poles which is 238.5 square feet, the pole covers are 3' x 3'. Board Member Jacobitz doesn't see a hardship for a variance in this instance. Mr. Hassey stated they wanted to make both signs (Crossroads, 1416 South Main Street) the same. This existing sign is not in compliance with the ordinance and any new signage shall be in compliance (Section 30.05). There was discussion on whether this existing sign was located on property owned by Crossroads Shopping Center (Senafar Investments). It appears that the location of this sign is on 1380 South Main Street (Bank of America Corp.). There was discussion on replacing a nonconforming sign with another nonconforming sign. The ordinance requires signs to be a minimum of 50 feet from the property line, it would have to be located on the owner's property and when this existing sign is removed the new sign can only be 81 square feet with no more than five tenant signs, tenant signs can be no larger than 12 square feet. The Board informed the applicant that if they were to come back to the Board with something that will meet the requirements; you would not need a variance. Mr. Hassey stated they will withdraw their request for variance. No action taken by the Board.

Sign Ordinance

There was discussion on measuring the area of a sign; the ordinance doesn't define what the frame (supporting structure) is. The consensus of the Board was that if the poles are large they should be considered part of the sign. Staff was directed to research this.

There was discussion on eliminating pole signs. The consensus of the Board was in favor of the idea of eliminating pole signs and just requiring monument signs. However, there was concern about compliance. There was also interest in feed-back from other communities who have eliminated pole signs.

The Board was interested in requiring all new signs to be LEED Certified. Staff was directed to do research on language for this.

There being no further business, the meeting adjourned at 7:06 p.m.

Respectfully submitted,

Denise Cook, Secretary