



**CITY COMMISSION
MEETING
March 4, 2013**



COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
MARCH 4, 2013
7:00PM**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE FEBRUARY 18, 2013 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PUBLIC COMMENT ON AGENDA ITEMS
- VI. CONSENT AGENDA
 - 1. **CR13-007. Transportation.** Resolution to extend a 6 month contract between the City of Adrian and Quick Service Transportation, Inc. for Dial-A-Ride services for a period ending March 31, 2013.
 - 2. **CR13-008. Engineering.** Resolution to authorize the City Administrator and City Clerk to execute a new contract with Consumers Energy for the un-metered street lights within the City of Adrian and along the City borders.
 - 3. **CR13-009. Administration.** Resolution to authorize the City Administrator to execute an administration contract agreement with Lenawee County for the administration of a grant for the former site of Buckeye Products.
- VII. REGULAR AGENDA
 - A. ORDINANCES
 - 1. **Ord. 13-008.** Second reading and adoption of an ordinance to amend Section 2.99.27 of Article II of the General Provisions of the Zoning/Development Regulations.
- VIII. PUBLIC COMMENT
- IX. COMMISSIONERS COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
FEBRUARY 18, 2013
7:00 P.M.**

Official proceedings of the February 18, 2013 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 Pro-tem Carrico and Commissioners Gallatin, Warren, Jacobson, Faulhaber and Berryman Adams.

ABSENT: Mayor DuMars

Mayor Pro-tem Carrico in the Chair.

Commissioner Faulhaber moved to excuse Mayor DuMars; seconded by Commissioner Warren and adopted by unanimous vote.

Commissioner Berryman Adams motioned to approve the minutes from the February 4, 2013 Commission meeting; seconded by Commissioner Jacobson, and the motion was carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher # 3745 through # 3751	\$113,211.33
General Fund Vouchers # 21305 through # 21321	\$257,664.27
Clearing Account Vouchers amounting to	<u>\$917,418.94</u>
TOTAL EXPENDITURES	<u>\$1,288,294.54</u>

On motion by Commissioner Warren, seconded by Commissioner Berryman Adams, this resolution was adopted by a unanimous vote.

PUBLIC COMMENT

1. Carol Souchock, Library Director and Ann Hinsdale-Knisel asked the Commission's to approve the submitting of a MCACA grant application which is on the Consent Agenda and would support a new youth education program called "Music Moves Me".
2. Vince Lysaght – Hawthorne Dr.- was against the city income tax and suggested a 1 mil levy for the Library, freeing up funds for Parks and Recreation.
3. Michelle Contreras – 1163 July Dr – was against income tax; other cities that have an income tax are not doing well.

4. Allen Kern – 1249 Vine St – spoke on the Ordinance regarding churches and assembly halls that was passed on the February 4th meeting.
5. Dale Stoltz – 1205 University – was against a city income tax as it would affect manufacturing, which this City needs.
6. Kirk Valentine – 969 W Maumee St – was for the city income tax and hopes it will be put on the ballot before the people. 25% of the property in Adrian is not taxable and our tax base is not going to come back soon.
7. Beth Jesse – business owner – was against a city income tax as many of her employees are young and have children and are living paycheck to paycheck.
8. Devin Heckman – 833 Addison St – Services such as Parks and Recreation are important; without them, people will go somewhere else.
9. Victoria Powell – 2259 Greenview Dr – asked why there is no mention of where the oil money is going.

COMMUNICATIONS

1. **C-1. Community Development** – Memo from the Adrian City Planning Commission regarding the FY2013-2019 Capital Budget Recommendation.

CONSENT AGENDA

CR13-003

RE: UTILITIES DEPARTMENT – Bids for Replacement Lamps for Ultraviolet Disinfection System at the Wastewater Treatment Plant

WHEREAS, the City Commission, adopted the FY2012-13 Budget and General Appropriations Act on May 7, 2012, which included a \$25,000 appropriation to replace lamps for the Ultraviolet Disinfection System at the Wastewater Treatment Plant; and

WHEREAS, on Tuesday, January 29, 2013, the Purchasing Office received a total of six (6) bids for 216 of the subject lamps, summarized as follows:

<u>Supplier</u>	<u>Location</u>	<u>Unit Price</u>	<u>Amount</u>
DuBois-Cooper Associates	Plymouth, MI	\$100.00 ea.	\$21,600.00
Xylem Water Solutions	Charlotte, NC	\$100.00 ea.	\$21,600.00
American Air & Water, Inc	Hilton Head Island, SC	\$120.00 ea.	\$25,920.00
Fin-Tek Ozone	Wayne, NJ	\$120.00 ea.	\$25,920.00
UV Doctor Lamps, LLC	Newport, WA	\$120.00 ea.	\$25,920.00
Flier's Quality Water System	Byron Center, MI	\$121.80 ea.	\$26,308.80

; and

WHEREAS, due to the competitive prices received, the Utilities Director recommends increasing the quantity purchased to 240 lamps, which will provide us with 24 spare lamps,

at the low bid of \$100.00 each from DuBois-Cooper Associates, Plymouth, MI for a total cost of \$24,000.00; and

WHEREAS, funds for this purchase are available in the FY 2012-13 sewer capital projects fund (497-554.00-975.144); and

WHEREAS, the City Administrator recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acceptance of the low bid and the purchase of 240 replacement lamps for the Ultraviolet Disinfection System at the Wastewater Treatment Plant from DuBois-Cooper Associates for a total cost of \$24,000.00.

CR13-004

RE: PARKS & RECREATION – Lawn Fertilization and Weed Control Contract

WHEREAS, sealed bids were received Thursday, February 7, 2013 for lawn care services at various locations throughout the City of Adrian; and

WHEREAS, three (3) vendors responded, all of whom met the specifications and none of whom are located in the City of Adrian; the bid tabulation is listed in the recommendation memo; and

WHEREAS, the Parks & Recreation Director and City Administrator recommend the bid be awarded to Beaubien Inc., of Adrian, MI for the unit prices listed below for the periods 2013 and 2014:

<u>Service</u>	<u>2013</u>	<u>2014</u>	
Crabgrass Control	\$64	\$65	
Fertilization	\$68	\$70	
Broadleaf Control	\$63	\$65	
Spring Grub Control	\$73	\$75	
Summer Grub Control	\$88	\$89	
Fungus Control	\$56	\$58	and;

WHEREAS, Beaubien Inc. was the low bidder on all unit prices with the exception of Spring Grub Control, which will be applied to the fewest number of acres, which makes them the low overall bidder based on an estimated number of acres to receive treatment; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose, \$12,000 from the Fee Estate and \$1,500 from Parks General, which will cover the Fee Parks, the in-town baseball fields and broadleaf and grub control for Oakwood Cemetery.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby selects the recommended bid and authorizes engagement of Beaubien Inc., of Adrian, MI for the per acre unit prices listed above for the period 2013 and, based on acceptable performance, for 2014 for lawn care services at various locations throughout the City of Adrian.

CR13-005

RE: TRANSPORTATION – Authorize the Mayor and City Clerk to execute an agreement to extend the term of a contract with MDOT for Dispatch Software.

WHEREAS, the City of Adrian desires to continue provisions of Dial-A-Ride service; and

WHEREAS, Agreement No 2007-0156, Authorization No Z10 had been approved by the City Commission of the City of Adrian in the amount of \$18,000 for Dispatch Software as submitted by the Michigan Department of Transportation; and

WHEREAS, another contract amendment has been proposed by the Michigan Department of Transportation to extend the term of the Contract by approximately seven (7) months or through September 30, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Adrian does hereby approve the proposed amendment, # 2007-0156, Authorization No Z10/R1.

BE IT FURTHER RESOLVED, that the monies from this grant be given to Adrian Dial-A-Ride in accordance with the terms of the Contract.

BE IT FURTHER RESOLVED THAT the City Commission hereby, authorizes the Mayor, Greg DuMars and City Clerk, Pat Baker to execute Agreement No 2007-0156, Authorization

CR13-006

RE: ADRIAN PUBLIC LIBRARY – Approval of Adrian Public Library Grant Application to the Michigan Council for the Arts and Cultural Affairs

WHEREAS, the Adrian Public Library desires to apply, in collaboration with the Adrian Symphony Orchestra, for a Michigan Council for the Arts and Cultural Affairs minigrant to create a new program titled Music Moves Me ; and

WHEREAS, the Adrian Public Library will work in partnership with the Adrian Symphony Orchestra and Lenawee’s Heart & Soul Owner Caryn Sieler; and

WHEREAS, the Adrian Symphony Orchestra has committed to provide the cash portion of the matching funds and staff from both organizations will provide in kind services for the required match as well as meeting room usage;

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes their approval of the Adrian Public Library’s grant application to the Michigan Council for the Arts and Cultural Affairs.

On motion by Commissioner Berryman Adams, seconded by Commissioner Jacobson, Consent Agenda Resolutions CR13-003 and CR13-006 are adopted by unanimous vote.

REGULAR AGENDA

ORDINANCES

1. **Ord. 13-007.** – Second reading and adoption of an ordinance to provide for a “Uniform City Income Tax” pursuant to the authority of Section 3C of Chapter 1 of Act 284 of the Public Acts of 1964, as amended (The City Income Tax Act, MCL 141.501 et seq). **Ordinance failed for lack of support.**
2. **Ord. 13-008.** – Introduction of an ordinance to amend Section 2.99.27 of Article II of the General Provisions of the Zoning/Development Regulations.

MI SCELLANEOUS

1. Adrian Fire Department Report.
2. Adrian D.A.R.T. Passenger Ridership Report.
3. Departmental Report
4. Planning Commission Meeting Minutes

PUBLIC COMMENTS

1. Victoria Powell – 2259 Greenview Dr – 55,000 use the Piotter Center; the Commission needs to listen to the people they represent.
2. Amy Henson – S Winter St – was against cutting Parks and Rec; please look elsewhere to make the cuts.
3. Pat Mueller – 251 Ironwood Dr – was against cutting Parks and Rec; when her family moved to Adrian it was because of what it offered to young families.
4. Jake McKenzie – should keep all of Parks and Rec so kids would not be bored in the summer. Wished to keep Bohn Pool as he would like to be an Olympic swimmer. Please find another way.
5. Rex Lewis – 1952 Hamilton Hwy – suggested going back to a part time City attorney and getting by with a Public Services Director instead of a Police and a Fire Chief as a way of saving money.
6. Eileen Meyers – 1269 E Siena Heights Dr – was against cutting Parks and Rec as we would be balancing the budget on the backs of the Senior citizens and the young by closing the Piotter Center and Bohn Pool.
7. Marnie Davies- 1180 Auborne Rd – was against cutting Parks and Rec as her family and children use Parks and Rec and Bohn Pool and hope these services will not be cut.
8. Katherine Erard – 1269 E Siena Heights Dr – said that non-profit organizations do bring in jobs to the City. Would like to see the Commission reach out to the people who elect them, especially the seniors.
9. Kevin Church – 2750 N Adrian Hwy – was against cutting Parks & Rec.
10. Ross Johnson – 520 Meadowbrook – was against cutting Parks & Rec and against a City income tax. Would probably not have moved to Adrian if it were not for Parks and Rec.
11. Allen Heldt – 640 Lenawee St – was against cutting Parks and Rec.
12. Allen Kern – 1249 Vine St - said that even during the depression, there was a Parks & Rec program. The City should get rid of property they do not need, such as the Training School.
13. Chico Martinez – was against cutting Parks & Rec; there would be a large number of children with nothing to do and could easily get in trouble as a result.

14. Carolyn Fisher – 649 Budlong St – was against cutting Parks & Rec; has her grandchildren every summer and takes advantage of all that Parks & Rec has to offer. Also the summer jobs are great for young adults.
15. Ms. Renaldi – Township resident – was against cutting Parks & Rec; it is important that there be affordable activities for kids to do.
16. Kayla Krist – 443 S Main St- was against cutting Parks and the Library; her family uses one or the other almost daily. Let the residents assist in finding a solution to the budget problem.
17. Joel Baker – 145 E Siena Heights Dr – was for a 20% pay cut for all employees
18. James Hanley - 509 Allis St – was against cutting Parks & Rec; we need leadership in how to keeps the Parks dept. open.
19. Jana Schutte – 1261 E Oregon Rd – asked for a show of hands for all who wish to keep Parks and Rec.
20. John Bancroft – Irish Hills – told the Commission that they could not cut their way out of this issue.

COMMISSIONER COMMENTS

All of the Commissioners thanked the audience for attending the meeting and respectfully sharing their feelings and encouraged everyone to attend the Town Hall Forum on Wednesday evening at the Library.

The next regular meeting of the Adrian City Commission will be held on Monday, March 4, 2013 at 7:00 p.m. in the City Chambers Building, 159 E. Maumee St, Adrian, MI 49221.

Cary Carrico
Mayor Pro-tem

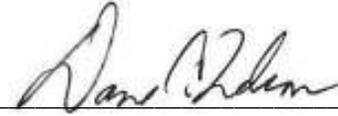
Pat Baker
City Clerk



CHECK REGISTER

March 4, 2013

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



Dane C. Nelson
City Administrator

DCN:mlld

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 # 3752 through # 3758	\$251,722.96
General Fund	
Vouchers # 21321 through # 21340	\$381,667.49
Clearing Account Vouchers	
amounting to.....	<u>\$194,456.02</u>
TOTAL EXPENDITURES	<u>\$827,846.47</u>

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

Mar 4, 2013

UTILITIES FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
3752	\$ 60,595.86	City of Adrian Payroll	Payroll w/e 2/15/13
3753	\$ 694,422.87	City of Adrian - Clearing	AP Check Register 2/18/13
3754	\$ 179,306.60	City of Adrian	January 2013 Month End
3755	\$ 74.46	Frontier	February 2013 Telephone
3756	\$ 10,445.10	Consumers Energy	February 2013 Electric
3757	\$ 1,300.94	Citizens Gas	January 2013 Gas
3758	\$ -	VOID	
	\$ 946,145.83		
	\$ (694,422.87)	Less: Check 3753	
	\$ 251,722.96	TOTAL	

March 4, 2013

Mar. 4, 2013

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
21321	\$ 196,619.96	City of Adrian Payroll	Payroll w/e 2/13/13
21322	\$ 14,430.20	First Federal Bank	Soc Sec 02/13/13
21323	\$ 400.00	Michigan Economic Developers	Cert. Business Park Prog
21324	\$ 200,325.04	City of Adrian Clearing Acct	AP Check Register 2/18/13
21325	\$ 39,643.53	Lenawee Fuels	Gas/Fuel Delivery 2/12/13
21326	\$ 119.95	The Computer Care Company	February Internet
21327	\$ 245.44	City of Adrian Utilities	EFT Transfer
21328	\$ 50.00	R H Electric	Refund Contractor's Fee
21329	\$ 17,954.09	City of Adrian	January month end
21330	\$ 93,078.74	Blue Cross Blue Shield	March 2013 Premium
21331	\$ 4,382.65	Quick Service Trans	Payroll w/e 2/16/13
21332	\$ 20.00	Donna Baker & Assoc	Refund Contractor's Fee
21333	\$ 105.00	City of Adrian Utilities	EFT Transfer
21334	\$ 2,159.66	US Postmaster	Assessor's Mailing
21335	\$ 65.00	State of Michigan	Plate renewal
21336	\$ 4,089.17	Quick Service Trans	Payroll w/e 2/26/13
21337	\$ 466.25	Frontier	February 2013 Telephone
21338	\$ 282.61	Consumers Energy	February 2013 Electric
21339	\$ 7,443.35	Citizens Gas	January 2013 Gas
21340	\$ 111.89	City of Adrian	January 2013 Water

\$ 581,992.53

\$ (200,325.04) Less : Check 21324

\$ 381,667.49

March 4, 2013

EXP CHECK RUN DATES 03/04/2013 - 03/04/2013
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ADRIAN AREA CHAMBER OF COMMERCE	12.00		
2. AIRGAS USA, LLC	174.45		
3. ALL METALS INC.	465.54		
4. ALLIED WASTE SERVICES #259	1,333.92		
5. AMAZON CREDIT PLAN	1,838.13		
6. AMERICAN LIBRARY ASSOCIATION	52.00		
7. APPLE MAT RENTAL	472.05		
8. ARCH WIRELESS	34.67		
9. AUTO ZONE COMMERCIAL	340.06		
10. BAKER & TAYLOR BOOKS	1,259.71		
11. BATTERY WHOLESALE	12.06		
12. BAUDVILLE INC	34.50		
13. GREG BELL CHEVROLET CADILLAC INC	19.99		
14. BILL'S SERVICE, INC.	1,214.15		
15. MARK BISHOP	20.00		
16. BLACK BOOK	190.00		
17. BLACK SWAMP EQUIPMENT	102.48		
18. BOOK OF THE MONTH CLUB	40.04		
19. TODD BROWN	20.00		
20. BROWNELLS, INC	38.40		
21. CARUS CORPORATION	5,875.20		
22. STEVEN CHESHER	75.00		
23. CITIZENS GAS FUEL CO	292.03		
24. CLEGG ELECTRIC INC.	1,412.00		
25. COMPUTER CARE COMPANY, INC.	119.95		
26. CONTINENTAL CARBONIC PRODUCTS INC	672.00		
27. CUTLER DICKERSON CO	574.70		
28. DEMCO INC	146.14		
29. DEPT OF HUMAN SERVICES	25.00		
30. ENGLEWOOD ELECTRICAL SUPPLY	1,398.16		
31. FASTENAL COMPANY	448.29		
32. FEDERAL EXPRESS	107.17		
33. FIRSTLAB	35.90		
34. GALE	315.66		
35. GALL'S INC	36.94		
36. GAUNA, ANTON	7.90		
37. GAYLORD BROS INC	108.98		
38. GRAINGER INC.	52.04		
39. GS MATERIALS	690.45		
40. HADDEN TIRE COMPANY	560.00		
41. HASTINGS AIR ENERGY CONTROL, INC	279.31		
42. D HILL ENVIRONMENTAL	250.00		
43. HOLBEN PROFESSIONAL EH SERVICES	600.00		
44. HOTSHOTS PHOTOGRAPHY	405.00		
45. HOUSING HELP OF LENAWEE	300.00		
46. HUBBARD'S AUTO CENTER INC	171.79		
47. INGRAM LIBRARY SERVICES	149.65		
48. JUNIOR LIBRARY GUILD	1,611.00		
49. KELLER THOMA, P.C.	150.90		

EXP CHECK RUN DATES 03/04/2013 - 03/04/2013
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Claimant	Amount Claimed	Amount Owed	Amount Rejected
50. KIEMLE HANKINS COMPANY	4,590.00		
51. KRAFTBILT PRODUCTS	42.48		
52. BRENT KUBALEK	173.03		
53. LANSING SANITARY SUPPLY INC	100.16		
54. LARRY VANALSTINE	66.85		
55. LEGACY PRINTING	77.02		
56. LENAWEE TIRE & SUPPLY CO, INC.	129.32		
57. LIBRARY JOURNAL	101.99		
58. KYLE LIECHTY	100.00		
59. JAMES LOFFING	32.61		
60. MANPOWER OF LANSING MI INC.	1,358.90		
61. MC SPORTS	2,994.47		
62. MCGOWAN ELECTRIC SUPPLY INC	563.63		
63. MICHIGAN DEPARTMENT OF	15,304.42		
64. MICHIGAN GARDENER	86.00		
65. STATE OF MICHIGAN	280.00		
66. STATE OF MICHIGAN	350.00		
67. MICROMARKETING LLC	119.41		
68. MIDWEST GAS INSTRUMENT SERVICE	1,000.06		
69. MIDWEST TAPE	153.73		
70. MUNICIPAL EMPLOYEES' RETIRE	83,767.64		
71. MUNICIPAL WEB SERVICES	200.00		
72. NORTH AMERICAN SALT COMPANY	14,578.20		
73. NORTH EASTERN UNIFORMS & EQUIPMENT	1,692.36		
74. OCCUHEALTH - WOLF CREEK	460.00		
75. OFFICIAL PAYMENTS CORPORATION	55.98		
76. DR. JOSEPH F.E OHREN	1,000.00		
77. PARAGON LABORATORIES INC	715.00		
78. PEERLESS SUPPLY INC	489.40		
79. PHYSICIANS DESK REFERENCE	59.95		
80. PIPELINE PIGGING PRODUCTS INC	409.62		
81. PLATINUM PLUS	4,067.52		
82. POLK CITY DIRECTORIES	1,530.00		
83. PROMEDICA CORP OF MICHIGAN	197.00		
84. QUALITY AUTO CARE	250.00		
85. QUARTERMASTER	98.48		
86. QUILL CORPORATION	984.44		
87. SUSAN RAPER	33.00		
88. RECORDED BOOKS LLC.	280.20		
89. ROACH-REID BUSINESS SYSTEMS	550.00		
90. SAFETY KLEEN SYSTEMS, INC	250.08		
91. CHARLES SCHMENK	80.00		
92. SPENCER MANUFACTURING INC.	63.75		
93. SPICER GROUP	1,500.00		
94. SPX FLOW TECHNOLOGY	38.17		
95. STANDARD ELECTRIC COMPANY	1,927.45		
96. STAPLES CREDIT PLAN	468.40		
97. STAPLES CREDIT PLAN	96.46		

User: SHOLTZ

DB: Adrian

EXP CHECK RUN DATES 03/04/2013 - 03/04/2013
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Claimant	Amount Claimed	Amount Owed	Amount Rejected
98. STEVENS DISPOSAL	260.00		
99. SA HENRI R SUMYK, F.B.I.	300.00		
100. T-MOBILE	149.95		
101. TOPDUCK PRODUCTS, LLC	104.05		
102. TRI-COUNTY INTERNATIONAL TRUCKS INC	791.84		
103. TSP SERVICES INC	10,000.00		
104. UNIQUE PAVING MATERIALS CORP	2,891.68		
105. UNUM LIFE INSURANCE COMPANY	2,290.81		
106. UTILITIES REDUCTION SPECIALISTS INC	296.88		
107. VERIZON	41.88		
108. VISION PERFORMANCE GROUP	100.00		
109. GREG WALSH	157.94		
110. WASHOVIA SERVICES INC	3,778.50		
111. WESTERN LIME CORPORATION	5,280.00		
TOTAL ALL CLAIMS	194,456.02		



CONSENT AGENDA

CR-007

March 4, 2013

RE: TRANSPORTATION – Authorize the Mayor and City Clerk to sign an amendment to the contract with Quick Service Transportation, Inc. through March 31, 2013.

RESOLUTION

WHEREAS, the City of Adrian has been contracting Dial-A-Ride services with Quick Service Transportation, Inc., and

WHEREAS, an amendment to 2012-0027/P1/SI between the City of Adrian and Quick Service Transportation, Inc., has been proposed which extends the third party contract for a 6-month period and will terminate March 31, 2013.

NOW, THEREFORE, BE IT RESOLVED, that an extended six (6) month contract between the City of Adrian and Quick Service Transportation, Inc., be executed for a period ending March 31, 2013, canceling all previous contracts between said parties.

BE IT FURTHER RESOLVED that the City Commission does authorize the Mayor, Greg DuMars and the City Clerk, Pat Baker, to sign the aforementioned amendment to 2012-0027/P1/SI City of Adrian Third Party Contract.

On motion by Commissioner _____,

Seconded by Commissioner _____, this

Resolution was adopted by a _____ vote.

February 25, 2013

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Consumer's Street Light Contract



For the past two years Consumer's Energy has been auditing the un-metered street lights within the City of Adrian and along our borders. As a result of this audit Consumer's Energy is requesting the execution of a new Contract for these street lights.

We have been working with Consumer's on this project and have received copies of their inventory map and we are confident that the information in the contract is accurate. Our inventory consists of 872 streetlights throughout the City. 75 of these are Mercury Vapor lights which will be removed and replaced with High Pressure Sodium lights in the near future.

Attached is a copy of the contract and resolution provided by Consumer's Energy for acceptance by the City Commission. This contract authorizes the City Administrator and City Clerk to execute this contract on the behalf of the City.



STANDARD LIGHTING CONTRACT
(COMPANY-OWNED)
PART I

Effective Date of Agreement: January 1, 2013
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY

a Michigan Corporation
ONE ENERGY PLAZA
JACKSON MI 49201-2276

Customer:
Adrian
 City Village Township

a Michigan Municipal Corporation
Lenawée
(County)
49221
(Zip Code)

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.
 General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

PART II, TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

City of Adrian
(Customer)

By: _____
(Signature)

By: _____
(Signature)

Linda Marklin
(Print or Type Name)

(Print or Type Name)

Title: Team Leader

Title*: _____

Attest: _____
(Clerk*)

*See Resolution dated _____

STANDARD LIGHTING CONTRACT
TERMS AND CONDITIONS
PART II

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Exhibit C.
2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time.
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance.
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.
7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Exhibit C), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - (a) Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - (b) The relocated equipment shall conform with the provisions in such application rates.
8. In addition, the Company will, upon termination of this Agreement for any reason, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.

9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months' written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items: None

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City Village Township of Adrian for a period of 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this Commission Council Board; and

RESOLVED, further, that the CITY ADMINISTRATOR and the Clerk be and are authorized and directed to execute such contract on behalf of the City Village Township.

STATE OF MICHIGAN)
) ss
COUNTY OF Lenawee)

I, _____, Clerk of the City Village Township of Adrian do hereby certify that the foregoing resolution was duly adopted by the Commission Council Board of said municipality, at the meeting held on _____.

 City Village Township Clerk

Dated:

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

Number of Luminaires	Luminaire Nominal Watts	Type of Luminaire	Type of Fixture	Style of Fixture	Install/Remove	Location
5	100	HPS	COBRAHEAD	UNAVAILABLE	*	Between Bent Oak Hwy / Abbott Ct / Oak Hill Blvd (Map 1)
4	100	HPS	COBRAHEAD	UNAVAILABLE	*	Sienna Heights Dr 1st - 4th lighth West of Howell Hwy (Map 1)
1	100	HPS	CENTER SUSPENSION	UNAVAILABLE	*	Int: Maumee / Wabash (Map 4)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	On Beecher St 3rd light east of Gulf St(Map 4)
1	250	MV	COBRAHEAD	UNAVAILABLE	*	Int: US 223 / Division (Map 4)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	Int: US223 / Winter (Map 4)
1	250	MV	COBRAHEAD	UNAVAILABLE	*	Int: US 223/ M52 (Map 4)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	Int: US 223/ M52 (Map 4)
1	250	HPS	COBRAHEAD	UNAVAILABLE	*	Int: US 223/ M52 (Map 4)
1	250	HPS	COBRAHEAD	UNAVAILABLE	*	On M52, 2 nd light south of Metcalf (Map 4)
1	250	MV	COBRAHEAD	UNAVAILABLE	*	On M52, 1st light south of Metcalf (Map 4)
2	100	HPS	COBRAHEAD	UNAVAILABLE	*	Int: Beecher / Scott St (Map 3)
1	250	MV	COBRAHEAD	UNAVAILABLE	*	Int: Beecher / Madison (Map 3)
1	250	HPS	COBRAHEAD	UNAVAILABLE	*	On US 223 at Dorr (Map 2)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	Intersection: US 223 BR / Evergreen Rd (Map 2)
1	150	HPS	COBRAHEAD	UNAVAILABLE	*	On US 223 BR 1st light east of Evergreen Rd (Map 2)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	On US 223 BR 2nd light east of Evergreen Rd (Map 2)
1	250	MV	COBRAHEAD	UNAVAILABLE	*	On US 223 BR 3rd light east of Evergreen Rd (Map 2)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	On US 223 BR 4th light east of Evergreen Rd (Map 2)
9	100	HPS	COBRAHEAD	UNAVAILABLE	*	US 223 HWY between Wolf Creek Hwy and Evergreen Rd (Map 2)
2	100	HPS	COBRAHEAD	UNAVAILABLE	*	West Maple St 1st and 2nd light west of Seel Dr (Map 2)
1	175	MV	COBRAHEAD	UNAVAILABLE	*	West Maple St and Seel Dr (Map 2)
4	100	HPS	COBRAHEAD	UNAVAILABLE	*	Maumee (US 223) Hwy from W Maple St to Charles St (Map 2)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	Int: Country Club / N. Scott St (Map 2)
1	100	HPS	COBRAHEAD	UNAVAILABLE	*	Int: Country Club / Stoneridge Dr (Map 2)
59	175	MV	COBRAHEAD/CS	UNAVAILABLE	*	AS SHOWN ON 'ATTACHMENT 1'
10	250	MV	COBRAHEAD/CS	UNAVAILABLE	*	AS SHOWN ON 'ATTACHMENT 1'
721	100	HPS	COBRAHEAD/CS	UNAVAILABLE	*	AS SHOWN ON 'ATTACHMENT 1'
36	150	HPS	COBRAHEAD/CS	UNAVAILABLE	*	AS SHOWN ON 'ATTACHMENT 1'
1	400	HPS	COBRAHEAD/CS	UNAVAILABLE	*	AS SHOWN ON 'ATTACHMENT 1'

Comments: Lines 1 through 25 detail those street lights located on or near the City borders. *As previously installed.

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)

Consumers Energy Company is authorized as of _____, by the _____ of _____, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the _____ of _____, dated _____.

- ___ General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.
- ___ General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Notification Number _____

Construction Work Order Number _____

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated _____, shall remain in full force and effect.

By: _____
Its

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

MEMO



DATE: March 1, 2013

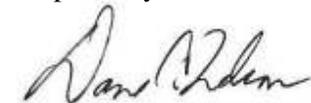
TO: Hon. Mayor DuMars and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Administration Contract for Buckeye Grant

As you are aware, the City applied for a grant from the United States EPA for the remediation of environmental contamination at the former Buckeye Products site located at 410 East Beecher Street in Adrian. While the County is the owner of the property, due to the failure of the owner to pay property taxes, the City has generally been in charge of the grant administration. The auditor for the County has requested a more formal agreement be entered into between Lenawee County and the City, which is attached. I recommend approval of the proposed agreement.

Respectfully Submitted,



Dane C. Nelson

**U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT NUMBER (FAIN) : 00E00894 and
CFDA: 66.818 ADMINISTRATION CONTRACT BETWEEN
LENAWEE COUNTY AND CITY OF ADRIAN**

THIS CONTRACT AGREEMENT entered into as of this _____ day of _____, 20__ by and between Lenawee County (hereinafter referred to as the "County"), and City of Adrian (hereinafter referred to as the "Administrator").

WITNESSETH:

WHEREAS, County desires to engage Administrator to provide administrative services for a U.S. Environment Protection Agency (EPA) Grant in the amount of \$200,000; and

WHEREAS, Administrator represents that it is authorized and able to provide such services in a manner responsive to the needs of County.

NOW THEREFORE, in consideration of the premises, mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A) Administrator will provide in-kind services as the Project Matter for this project. A detailed list of the services to be provided are included in the Work Plan for the 104(k)(2) & (3) Clean Up Grant Cooperative Agreement and is attached to this Agreement.

B) Administrator will follow generally accepted accounting principles. Financial records maintained by Administrator will include records of the receipt of all grant funds used for project activities, records of all checks issued for payment of project costs, and information and records which summarize Grant receipts and disbursements. Such books and records shall be made accessible to the County's independent certified public accountants for the performance of an annual audit. Upon termination of the Contract for any reason, all books and records relating to this Contract shall be turned over to the County for retention, safekeeping, and any necessary oversight and follow-up action. Administrator shall retain only copies needed for Administrator's audit and other contractual obligations or as otherwise stipulated by written agreement.

C) Administrator will submit program progress reports on a quarterly basis to the U.S. Environmental Protection Agency as required, and at such time will convey a copy of such reports with any responses which Administrator may receive from state or local authorities in regard to any such program progress reports.

D) Administrator shall utilize grant funds for the approved activities at the minimum expenditure rate as described in the Grant Agreement

II. TERM OF CONTRACT

This Contract shall commence on July 1, 2011, and continue through July 31, 2013, unless extended by an amendment to this Contract.

III. PERFORMANCE

To insure proper performance of the Services, Administrator warrants that it is fully qualified to perform such Services.

IV. PERSONNEL

The relationship of County and Administrator is, and shall continue to be, that of an independent contractor. No liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer-employee relationship, shall arise or accrue to either party or either party's agents or employees, by virtue of this Contract. No relationship other than that of an independent contractor shall be implied between the parties or either party's agents or employees.

V. COMPENSATION

The Administrator will provide an in-kind donation of personnel costs and fringe benefits to conduct programmatic activities and community outreach.

VI. METHOD OF PAYMENT

Payment for the proper performance of the Services shall be made at the minimum expenditure rate as allowed in the Grant Agreement between U.S. EPA and the County.

VII. INDEMNITY / INSURANCE

A) Administrator agrees to indemnify and hold harmless County against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by, or asserted against County, arising from any negligent or tortious act of Administrator.

B) During the term of this Contract, Administrator shall maintain or cause to be maintained the insurance described in County's "Request for Insurance Certificate, and included as Attachment A, Administrator shall promptly submit proof of such coverage to the County upon written request by the County. Such policies shall show the County as an additional insured and shall provide for written notification to the County thirty (30) days prior to any cancellation or material modification thereof and shall contain such other terms and conditions as the County may reasonably require.

VIII. MISCELLANEOUS

A) This Contract may be terminated before the expiration of the term on the first to occur of any of the following:

1. In the event all parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.

2. In the event of a substantial breach of this Contract by either of the parties, if the non-defaulting party provides written notice of the breach to the defaulting party and the breach is not corrected within thirty (30) days, then this Agreement may be terminated at the option of the non-defaulting party.
3. Either party shall have the right to terminate this Agreement should the Grant Agreement between the U.S. EPA and County be terminated as provided in the Grant Agreement.

B) This Contract shall not be assigned without the expressed written consent of the parties hereto.

C) This Contract cannot be modified except by a written instrument signed by the parties. (See paragraph E following)

D) This Contract is intended by the parties as the complete and final expression of their agreement, and may not be contradicted by evidence of any prior or contemporaneous agreement oral or otherwise. (See paragraph E following)

E) Apparent failure by County as noted by Administrator, to insist upon strict performance of any covenant, agreement, term or condition of this contract, or to exercise any right, term or remedy consequent upon a breach thereof, shall result in an inquiry by Administrator to County for confirmation of the said apparent failure. County shall then have the right to express its willingness to modify the contract accordingly, or to clarify its continuing requirement of strict performance. If these contracts between the parties result in an Agreement for Modification of any term of the contract, then any such Agreement of Modification shall become effective when and as it is reduced in writing, signed by the parties, and attached to this contract as an Amendment hereto.

F) If any provision of this Contract or the application thereof to any person or circumstance is found to any extent to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it has been found to be invalid or unenforceable will not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Administrator and County, by and through their duly authorized representatives, have executed this Contract.

Witness

Dane Nelson, City Administrator
City of Adrian

Dated: _____

Witness

Martin D. Marshall, County Administrator
Lenawee County

Dated: _____



REQUEST FOR CERTIFICATE OF INSURANCE

Lenawee County requires a Certificate of Insurance from all suppliers and contractors with whom they do business, and has engaged Michigan Municipal Risk Management Authority to supply its insurance coverage.

Please contact your insurance representative and arrange for a Certificate of Insurance to be forwarded to us, per a method shown below, within 30 days:

- E-mail to kim.murphy@lenawee.mi.us
- Fax to 517-264-4512 Attn: Kim Murphy
- Mail to Lenawee County Administrator's Office, c/o Kim Murphy, 301 N. Main Street, Adrian, MI 49221.

Lenawee County must be listed as the certificate holder, and the following minimum requirements must be met:

- \$1,000,000 General Liability
- \$1,000,000 Products/Completed Operations
- \$1,000,000 Auto
- \$500/500/500 Workers' Compensation
- \$1,000,000 Excess Liability
- Insurance carrier must have A- or better AM Best rating
- 30 day notice of cancellation for other than non-payment premium
- Lenawee County must be listed as additional insured
- Waiver of subrogation

If you have any questions, please contact me by phone at 517-264-4513 or via the e-mail shown above. Your prompt attention to this request is appreciated.

Thank you,

Kimberly L. Murphy
Assistant County Administrator
Lenawee County Administrator's Office

RE: ADMINISTRATION –Authorize the City Administrator to execute an administration contract agreement with Lenawee County for the administration of a grant for the former site of Buckeye Products.

RESOLUTION

WHEREAS, the County of Lenawee and City of Adrian have collaborated to obtain a grant from the United States Environmental Protection Agency for the remediation of environmental contamination at the former site of Buckeye Products which is located at 410 East Beecher Street in Adrian; and

WHEREAS, the City has been handling most of the grant administration since the grant was obtained; and

WHEREAS, the auditor for the County of Lenawee has requested that a more formal agreement be entered into between the City and County for the contract administration of the grant.

NOW THEREFORE BE IT RESOLVED that the proposed administration contract agreement between Lenawee County and City of Adrian be, and is hereby, approved, and that the City Administrator is hereby authorized to execute the agreement on behalf of the City.

On motion by Commissioner _____,

Seconded by Commissioner _____, this

Resolution was adopted by a _____ vote.



REGULAR AGENDA

ORDINANCE NO. 008

AN ORDINANCE TO AMEND ARTICLE II – DEFINITIONS AND ARTICLE IV – GENERAL PROVISIONS OF THE CITY OF ADRIAN ZONING/DEVELOPMENT REGULATIONS

The City of Adrian Ordains:

1. Amend Subsection 2.99.27 of Article II - Definitions to read as follows: *(new language is in bold, deleted language is in strikethrough)*

2.99.27 Temporary Building or Use

~~A structure or use permitted by the Building Inspector to exist during periods of construction of the main use or for special events, not to exceed six (6) months. Two (2) extension periods of six (6) months each are allowed.~~

Temporary Uses

a. Temporary Building or Use – Construction

A structure or use permitted by the Building Inspector to exist during periods of construction of the main use, not to exceed six (6) months. Two (2) extension periods of six (6) months each are allowed.

b. Temporary Use – Non-Recurring (See Sections 4.83 and 4.87)

c. Temporary Use – Seasonal (See Sections 4.84 and 4.87)

2. Amend Section 4.80 of Article IV- General Provisions to read as follows: *(new language is in bold, deleted language is in strikethrough)*

4.8 ~~PERMITS FOR TEMPORARY BUILDINGS, STRUCTURES AND USES~~

~~Permits for temporary buildings, structures, and uses may be authorized by the Zoning Board of Appeals for periods not to exceed twenty four (24) consecutive months in undeveloped areas of the City and twelve (12) consecutive months in developed areas of the City. The Zoning Board of Appeals shall be the sole arbiter in decisions relating to which areas are undeveloped and which areas are developed. In emergency situations, the City Administrator shall be authorized to issue a temporary permit for a building, structure, or use until such time as a request is brought before the Zoning Board of Appeals for decision.~~

~~When a permit for a temporary building, structure, or use has been granted and the same building, structure, or use is requested for a second time, the Zoning Board of Appeals may grant the permit for up to five (5) consecutive years as long as the conditions of the permit do not change.~~

~~When evaluating the application for a temporary permit, the Zoning Board of Appeals shall consider the following criteria.~~

TEMPORARY USE PERMITS

- 4.81 ~~The granting of the temporary permit shall in no way constitute a change in the basic uses permitted in the district.~~

Purpose and Intent

The City recognizes that certain types of land use, due to the nature of the use, require special individual review. The intent of this section is to accommodate reasonable requests for interim, temporary or seasonal uses within any zoning district, when such activities are desirable for the community in the short term but would have detrimental effects if allowed to continue on a permanent basis. Temporary uses allowed under this section shall be sensitive to the health, safety and general welfare of persons residing and working in the community and shall be conducted so as not to cause any long term detrimental effects on surrounding properties and the community. Applications for Temporary Use Permits shall be considered by the Zoning Board of Appeals. The issuance of a temporary use permit does not confer any land use entitlement or property right to the holder of the permit. This permit is revocable with or without cause upon thirty (30) days written notice to the permit holder, unless violations of public health, safety or welfare are occurring, in which case the permit will be immediately revocable.

- 4.82 ~~The granting of the temporary permit shall be granted in writing, stipulating all conditions as to time, nature of development permitted, and arrangements for removing the use at the termination of the permit.~~

Application

Application for temporary use permits shall be filed on forms furnished by the Community Development Department at least thirty (30) days prior to initiation of the use. Applications for temporary uses shall contain the following information:

1. **The name and address of the sponsoring business or organization;**
2. **Description of the nature of the temporary use;**
3. **Proposed dates and times of operation;**

4. The proposed location of the temporary use;
 5. The name and address of the party responsible for the temporary use;
 6. The number of persons who will be engaged in conducting the temporary use, if applicable;
 7. A plot plan showing the entire property in addition to that portion of the property to be used to conduct the temporary use, including an exact description and plot plan describing the total extent of any off-street parking area which would be occupied for the purpose of conducting the temporary use; and
 8. Written documentation from the property owner authorizing the temporary use.
- 4.83 ~~All decisions regarding setback, land coverage, off-street parking, lighting and other requirements to be considered necessary in protecting the health, safety, and welfare of the public and adjacent land use shall be made at the discretion of the Zoning Board of Appeals.~~

Non-Recurring Temporary Use

Non-recurring temporary uses are one-time uses of an extended but none the less limited, specific duration. Non-recurring temporary uses, located within any zoning district in the City shall include:

1. Modular buildings used for classrooms or offices;
 2. Outdoor storage;
 3. Swap meets;
 4. Other temporary uses of a similar nature as determined by the Zoning Board of Appeals.
- 4.84 ~~The use shall be in harmony with the character of the Zoning District and immediate area.~~

Seasonal Temporary Use

Annual, Seasonal, or Recurring Uses are uses of a period of no longer than six months and which may reoccur on a seasonal basis. Annual, seasonal or recurring temporary uses, located within any commercial zoning district in the City shall include:

1. Off-site agricultural sales including, but not limited to, Christmas tree lots, pumpkin patches and fruit and vegetable stands;
 2. Temporary holiday storage containers/trailers and outdoor storage containers/trailers ancillary to an existing permitted use; and
 3. Other annual, seasonal or recurring temporary uses of a similar nature as determined by the Zoning Board of Appeals.
- 4.85 ~~No temporary permit shall be granted without holding a public hearing on the application, notification of which shall be sent to adjacent property owners and occupants, stating the time, date and place of the hearing. In addition, the Zoning Board of Appeals may seek a recommendation from the Planning Commission before taking any action on the application.~~

Conditions of Approval

In granting any temporary use permit, the Zoning Board of Appeals may prescribe appropriate conditions and safeguards in conformity with this section. Violation of such conditions and safeguards, when made a part of the terms under which the temporary use permit is granted, shall be deemed a violation of this code and punishable under this code. The reviewing authority may prescribe a time limit within which the action for which the temporary use permit shall be started, completed, or both. Conditions of approval may include, but are not limited, to:

1. Regulations of hours and days;
2. Requirements of bonds or other guarantees for cleanup or removal of structures or equipment;
3. Return of temporary use site to its original state within a specified period of time;
4. Regulation of permit duration;
5. Regulation of signs and advertising;
6. Regulation of lighting;
7. Regulation of public-address or sound system;
8. Regulation of gas, smoke, noise, fumes, vibrations or other nuisances;
9. Regulation of design features including, but not limited to, size, colors, material, architectural details and landscaping; and

10. Such other conditions as are deemed necessary to protect the health, safety and welfare of the community and to assure compliance with the intent and purpose of this section.

4.86 Criteria for Review

The Zoning Board of Appeals shall consider the following criteria in granting a temporary use permit:

1. That the temporary use permit is compatible with the various provisions of this chapter;
2. That the temporary use is a reasonable use of land compatible with the general plan land use designation and zoning classification;
3. That the temporary use will not impede the reasonable use of land, or the orderly development of land in the immediate vicinity;
4. The temporary use shall not adversely affect the adjacent uses, buildings or other structures;
5. That the temporary use will not endanger the public health, safety or general welfare;
6. Provisions for adequate traffic access/circulation, off-street parking and pedestrian safety have been provided and will be maintained during the operation of the use or activity; and
7. That the granting of the temporary use permit is made subject to those conditions necessary to preserve the general welfare, not the individual welfare of any particular applicant.

4.87 Expiration

Permits for non-recurring temporary uses shall not exceed a one year time period. Any non-recurring temporary use exceeding one (1) year must reapply. In no case shall any non-recurring temporary use be allowed for more than two (2) years.

Seasonal, recurring temporary use permits may be granted for a period of up to six (6) months during any one (1) calendar year. When a permit for a seasonal, recurring temporary use has been granted and the same applicant applies again within a twelve (12) month period, the Zoning board of Appeals may grant the permit, for periods of up to six (6) months, for up to five (5) consecutive years, provided that the conditions of the application have not changed. At the discretion of the Zoning Board of Appeals, subsequent applications, following the granting of a multi-year approval, may

also be granted for up to five (5) consecutive years, with no limit on the number of times an applicant may apply for multi-year approvals.

INTRODUCTION

SUMMARY PUBLISHED.....

ADOPTION.....

COMPLETED PUBLICATION.....

EFFECTIVE DATE.....

On motion by Commissioner_____

Supported by Commissioner_____

This ordinance was adopted by a_____vote.