

PRE-MEETING AGENDA

ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
AUGUST 17, 2009
5:30 P.M.

There will not be a pre-meeting study session on August 17, 2009.

COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
AUGUST 17, 2009
7:00 P.M.**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- I I. ROLL CALL
- I I I. APPROVAL OF MINUTES OF THE AUGUST 3, 2009 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- I V. PRESENTATION OF ACCOUNTS
- V. COMMUNICATIONS
 - 1. C-1. Finance Director's report on the City of Adrian being awarded the Certificate of Achievement Award for Excellence in Financial Reporting for the twenty-second year.
- V I. CONSENT AGENDA
 - A. RESOLUTIONS
 - 1. CR09-046. Resolution to change the first Commission meeting in September to Tuesday, September 8, 2009, due to the Labor Day holiday.
 - 2. CR09-047. Resolution to set Public Hearing date to hear and consider comments to Inteva's application for an Industrial Facilities Exemption Certificate.
 - 2. CR09-048. Resolution to approve the reappointment of Rhea Mills, Jack Georgal, Robert Gentry and Greg DuMars to the Stubnitz Environmental Education Center Partnership Advisory Board.
- V I I. PUBLIC COMMENTS
- V I I I. REGULAR AGENDA
 - A. RESOLUTIONS
 - 1. R09-140. Resolution to approve participation in the Lenawee County Fire Chiefs' Association and the Mutual Aid Box Alarm System Agreement.

2. R09-141. Resolution to retain Tetra Tech for an energy and process optimization audit at the Wastewater Plant and that the bid process be waived.
3. R09-142. Resolution to grant Verizon a renewal of their Metro Act permit for use of certain City of Adrian street right-of-ways for maintenance and installation of telecommunication facilities.
4. R09-143. Resolution authorizing the sale of city-owned property at 1802 Hamilton Hwy.
5. R09-144. Resolution to approve concrete work at the library and the alleyway between the library and City Hall.
6. R09-145. Resolution to approve the purchase and installation of cabinetry for the Adrian Public Library café.*

**The bids for the café cabinetry are not due until Monday. If a recommendation has been made prior to Monday's meeting, a resolution will be distributed at the meeting for your consideration.*

I X. MISCELLANEOUS

1. D.A.R.T. Passenger Ridership Report
2. Departmental Report
3. Fire Department

X. PUBLIC COMMENTS

X I. COMMISSION COMMENTS

MINUTES

**MINUTES
ADRIAN CITY COMMISSION
AUGUST 3, 2009
7:00 P.M.**

Official proceedings of the August 3, 2009 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, Miller, Steele, Clegg and DuMars

Mayor McDowell in the Chair.

Commissioner DuMars moved to approve the minutes of the July 20, 2009 regular meeting of the Adrian City Commission, seconded by Commissioner Clegg, motion carried by a unanimous vote.

Commissioner DuMars moved to approve the minutes of the July 28, 2009 special meeting of the Adrian City Commission, seconded by Commissioner Osborne, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #3087 through #3094	\$ 75,276.36
General Fund Vouchers #19370 through #19392	\$ 395,385.88
Clearing Account Vouchers amounting to	<u>\$ 565,808.03</u>
TOTAL EXPENDITURES	<u>\$1,036,470.27</u>

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

COMMUNICATION

1. C-1. Report on Government Finance Officers Association's 103rd Annual Conference
2. C-2. FY2008-09 Year-End Unaudited Financial Report

CONSENT AGENDA

RESOLUTION CR09-044

WHEREAS, the terms of office of Margaret Noe, Waneta Raloff and Jane Castle on the Election Commission have expired, which has created vacancies; and

WHEREAS, these vacancies must be filled in accordance with the Adrian City Charter;
and

WHEREAS, Margaret Noe, Waneta Raloff and Jane Castle have expressed a willingness to serve on the Election Commission if reappointed; and

WHEREAS, the City Commission has given careful consideration to the reappointment of the above named individuals.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve the reappointment of Margaret Noe, Waneta Raloff and Jane Castle to the Election Commission for a one-year term, expiring in 2010.

RESOLUTION CR09-045

WHEREAS, the terms of office of Clarke Baldwin and Brian Boze on the Historic District Commission have expired, which has created vacancies; and

WHEREAS, these vacancies must be filled in accordance with the Adrian City Charter;
and

WHEREAS, Mr. Baldwin and Mr. Boze have expressed a willingness to serve on the Historic District Commission if reappointed; and

WHEREAS, the City Commission has given careful consideration to the reappointment of the above named individuals.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve the reappointment of Clarke Baldwin and Brian Boze to the Historic District Commission for three-year terms, expiring in 2012.

On motion by Commissioner DuMars, seconded by Commissioner Miller, Consent Resolutions CR09-044 through CR09-045 were adopted by a unanimous vote.

PUBLIC COMMENTS

1. Florian Berdyck, 750 College Ave. – Feels that adopting the Motor Carrier Ordinance is unnecessary and repetitious.
2. Ellen Hicks, 16 Scott Ct. – Expressed her support of the Motor Carrier Ordinance as a way of protecting the citizens of Adrian and allowing them to travel the city safely.

REGULAR AGENDA

ORDINANCE

1. Ord. 09-08. Second reading and adoption of an Ordinance to create Article V of Chapter 90, Sections 90-200 through 90-218 – Motor Carriers.

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

Commissioner Osborne clarified that the City did not create this Ordinance but that it is the adoption of a federal rule that is already in place.

RESOLUTIONS

RESOLUTION R09-131

RESOLUTION AUTHORIZING LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009A

CITY OF ADRIAN
COUNTY OF LENAWEE, STATE OF MICHIGAN

Minutes of a regular meeting of the City Commission of the City of Adrian, County of Lenawee, State of Michigan (the "City"), held on August 3, 2009, at 7:00 o'clock p.m., Eastern Daylight Savings Time.

PRESENT: Members: Mayor McDowell, Commissioners Osborne, Miller, Steele, Clegg & DuMars

ABSENT: Members None

The following preamble and resolution were offered by **Commissioner DuMars** and supported by **Commissioner Miller**:

WHEREAS, the City of Adrian, County of Lenawee, Michigan (the "City") has determined to proceed with the acquisition, construction, furnishing and equipping of a municipal complex housing municipal, police and library facilities together with all necessary and related appurtenances and attachments (the "Project"); and

WHEREAS, in order to pay part of the cost of the Project, the City intends to issue and sell two series of its general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in a total amount not to exceed Seven Million Dollars (\$7,000,000), to be paid from legally available funds of the City; and

WHEREAS, a notice of intent was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, more than 45 days have elapsed since the date of such publication without the filing of a petition for referendum thereon.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated **LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009 A** (the "Bonds"), are authorized to be issued in the aggregate principal sum of not to exceed Six Million Nine Hundred Thousand Dollars (\$6,900,000) for the purpose of paying part of the costs of the Project, and the costs incidental to the issuance, sale and delivery of the Bonds. The Bonds and any

additional series of bonds issued to pay the costs of the Project shall not exceed in par amount the amount of bonds referenced in the notice of intent published in connection their issuance. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery, or such other date as shall be determined in the Bond Purchase Agreement, as defined below. The Bonds shall bear interest, mature, and be payable at the times and in the manner set forth in the Bond Purchase Agreement (as hereinafter defined).

The Bonds of this issue shall be subject to redemption as provided in Section 6 or as otherwise provided in the Bond Purchase Agreement.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at a bank or financial institution qualified to act as registrar and transfer agent for the bonds to be designated by Finance Director of the City (the "Transfer Agent").

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Mayor, City Manager, City Clerk and Finance Director (the "Authorized Officers") are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the facsimile signatures of the Mayor and Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from an Authorized Officer of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City each year shall budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable

property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Finance Director is authorized and directed to open a depository account with a bank or trust company designated by the City Commission, to be designated LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009 DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds and the Series B Bonds (as set forth below) as they mature.

The Bonds shall be of equal standing of priority with the City's Limited Tax General Obligation Bonds, Series 2009 B (the "Series B Bonds"). The Debt Retirement Fund set forth above shall be for the benefit of the Bonds herein authorized and the Series B Bonds, provided however, that monies representing credits received from the United States Treasury in respect of the Series B Bonds and deposited in the sub-account in the Debt Retirement Fund established for that purpose shall be solely for the benefit of the Series Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Finance Director is authorized and directed to open a separate depository account with a bank or trust company designated by the City Commission, to be designated LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009 CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds and the Series B Bonds less accrued interest and premium, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF LENAWEE

CITY OF ADRIAN

LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2009A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	___ 1, ___	__, 2009	

Registered Owner:

Principal Amount: _____ Dollars

The **CITY OF ADRIAN**, County of Lenawee, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__ and semiannually thereafter. Principal of this bond is payable at the designated office of _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____,000, issued for the purpose of paying all or part of the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, the City's Charter, and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the year 2020 and thereafter, shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after _____ 1, 20__, at par and accrued interest to the date fixed for redemption, without premium.

[ADD TERM BOND LANGUAGE IF NECESSARY]

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's

attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, charter and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Commission, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF ADRIAN
County of Lenawee
State of Michigan

By _____ [facsimile] _____
Its Mayor

(SEAL)

By _____ [facsimile] _____
Its Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____, Michigan
Transfer Agent

By _____
Authorized Signatory

[Bond printer to insert form of assignment]

7. Sale of Bonds. Given the volatile nature of the bond market and in order to achieve sale efficiencies so as to reduce the cost of issuance and interest expense it is hereby determined in the best interests of the City to negotiate the sale of the Bonds. Stifel, Nicolaus & Company Inc. (the "Underwrite") has offered to underwrite the issuance of the Bonds and the offer to do so be and is hereby accepted. The Authorized Officers are authorized to negotiate, execute and deliver in behalf of the City an agreement with the Underwriter (the "Bond Purchase Agreement") which will finalize the terms of the Bonds and the purchase of same.

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than thirty (30) years.

9. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Insurance; Ratings; Agreements. If deemed necessary, the Authorized Officers are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Financial Advisors to the City, the acquisition of such insurance would be of economic benefit to the City; to obtain ratings on the Bonds; and to take all other actions necessary or advisable, and to make such other filings with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Bonds as contemplated herein.

11. Continuing Disclosure. In conformity with Securities and Exchange Commission Rule 15c2-12 (the "Rule") the City shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking"). The City Finance Director is hereby appointed as the City's disclosure representative in accordance with the Rule and as such is authorized to execute and deliver the Undertaking on behalf of the City.

12. Authorization of Other Actions. The Authorized Officers are each severally authorized and directed to, without additional action from this City Commission, sell and deliver the Bonds pursuant to the Bond Purchase Agreement, and through the Bond Purchase Agreement to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series and other matters, within the parameters established by this Resolution, provided that the principal amount of the Bonds shall not exceed \$1,260,000, the Bonds shall bear interest at a true interest rate not to exceed six percent (6%), and the Bonds shall mature in not more than 30 years.

14. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

15. Immediate Effect. This Resolution shall be effective immediately.

AYES: Members: Mayor McDowell, Commissioners Osborne, Miller, Steele, Clegg and DuMars

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Adrian, County of Lenawee, State of Michigan, at a regular meeting held on August 3, 2009, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

RESOLUTION R09-132

**RESOLUTION AUTHORIZING
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009B**

CITY OF ADRIAN
COUNTY OF LENAWEE, STATE OF MICHIGAN

Minutes of a regular meeting of the City Commission of the City of Adrian, County of Lenawee, State of Michigan (the "City"), held on August 3, 2009, at 7:00 o'clock p.m., Eastern Daylight Savings Time.

PRESENT: MEMBERS: Mayor McDowell, Commissioners Osborne, Miller, Steele, Clegg & DuMars

ABSENT: MEMBERS: None

The following preamble and resolution were offered by **Commissioner Miller** and supported by **Commissioner Steele**:

WHEREAS, the City of Adrian, County of Lenawee, Michigan (the "City") has determined to proceed with the acquisition, construction, furnishing and equipping of a municipal complex housing municipal, police and library facilities together with all necessary and related appurtenances and attachments (the "Project"); and

WHEREAS, in order to pay part of the cost of the Project, the City intends to issue and sell two series of its general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in a total amount not to exceed Seven Million Dollars (\$7,000,000), to be paid from legally available funds of the City; and

WHEREAS, a notice of intent was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, more than 45 days have elapsed since the date of such publication without the filing of a petition for referendum thereon.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated **LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009 B** (the "Bonds" or "Series B Bonds"), are authorized to be issued in the aggregate principal sum of not to exceed Five Million Seven Hundred and Forty Thousand Dollars (\$5,740,000) for the purpose of paying part of the costs of the Project, and the costs incidental to the issuance, sale and delivery of the Bonds. The Bonds and any additional series of bonds issued to pay the costs of the Project shall not exceed in par amount the amount of bonds referenced in the notice of intent published in connection with their issuance. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery, or such other date as shall be determined in the Bond Purchase Agreement, as defined below. The Bonds shall bear interest, mature, and be payable at the times and in the manner set forth in the Bond Purchase Agreement (as hereinafter defined).

The Bonds of this issue shall be subject to redemption as provided in Section 6 or as otherwise provided in the Bond Purchase Agreement.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at a bank or financial institution qualified to act as registrar and transfer agent for the bonds to be designated by Finance Director of the City (the "Transfer Agent").

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Mayor, City Manager, City Clerk and Finance Director (the "Authorized Officers") are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the facsimile signatures of the Mayor and Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from an Authorized Officer of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City each year shall budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Finance Director is authorized and directed to open a depository account with a bank or trust company designated by the City Commission, to be designated LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009 DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds and the Series A Bonds (as set forth below) as they mature.

Except as otherwise set forth herein the Bonds shall be of equal standing of priority with the City's Limited Tax General Obligation Bonds, Series 2009A (the "Series A Bonds"). The Debt Retirement Fund set forth above shall be for the benefit of the Bonds herein authorized and the Series A Bonds, provided, however, any monies received from the United States Treasury as interest credits pursuant to the American Recovery and Reinvestment Act of 2009 and deposited in the Debt Retirement Fund sub-account (as provided in section 9 hereof) shall be for the exclusive benefit of the Series B Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Finance Director is authorized and directed to open a separate depository account with a bank or trust company designated by the City Commission, to be designated LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009 CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds and the Series A Bonds less accrued interest and premium, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF LENAWEE

CITY OF ADRIAN

LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2009B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	___ 1, ___	___, 2009	

Registered Owner:

Principal Amount: _____ Dollars

The **CITY OF ADRIAN**, County of Lenawee, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__ and semiannually thereafter. Principal of this bond is payable at the designated office of _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____,000, issued for the purpose of paying all or part of the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, the City's Charter, and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the year 2020 and thereafter, shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after _____ 1, 20__, at par and accrued interest to the date fixed for redemption, without premium.

[ADD TERM BOND LANGUAGE IF NECESSARY]

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written

instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, charter and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Commission, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF ADRIAN
County of Lenawee
State of Michigan

By _____ [facsimile] _____
Its Mayor

(SEAL)

By _____ [facsimile] _____
Its Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____, Michigan
Transfer Agent

By _____
Authorized Signatory

[Bond printer to insert form of assignment]

7. Sale of Bonds. Given the volatile nature of the bond market and in order to achieve sale efficiencies so as to reduce the cost of issuance and interest expense it is hereby determined in the best interests of the City to negotiate the sale of the Bonds. Stifel, Nicolaus & Company Inc. (the "Underwriter") has offered to underwrite the issuance of the Bonds and the offer to do so be and is hereby accepted. The Authorized Officers are authorized to negotiate, execute and deliver in behalf of the City an agreement with the Underwriter (the "Bond Purchase Agreement") which will finalize the terms of the Bonds and the purchase of same.

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than thirty (30) years.

9. Taxable Bonds. The Series B Bonds shall be offered as taxable bonds. Depending upon prevailing market conditions and the availability of necessary allocations the Series B Bonds shall be either direct payment Build America Bonds or Recovery Zone Economic Development bonds issued pursuant to the American Recovery and Reinvestment Act of 2009. The determination of bond type and the pledge of credits shall be made by an Authorized Officer at the time the Series B bonds are offered for sale. In the event the Series B Bonds are issued pursuant to the American Recovery of Reinvestment Act of 2009 the City may elect to receive credits from the United States Treasury equal to a percentage of the stated interest paid on the Bonds as specified in the relevant section of the Internal Revenue Code of 1986, as amended. Upon receipt, the funds representing such credits shall be deposited in a sub-account established in the Debt Retirement Fund and used solely to pay a portion of the interest next due and payable on the Series B Bonds.

10. Official Statement; Insurance; Ratings; Agreements. If deemed necessary, the Authorized Officers are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Financial Advisors to the City, the acquisition of such insurance would be of economic benefit to the City; to obtain ratings on the Bonds; and to take all other actions necessary or advisable, and to make such other filings with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Bonds as contemplated herein.

11. Continuing Disclosure. In conformity with Securities and Exchange Commission Rule 15c2-12 (the "Rule") the City shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking"). The City Finance Director is hereby appointed as the City's disclosure representative in accordance with the Rule and as such is authorized to execute and deliver the Undertaking on behalf of the City.

12. Authorization of Other Actions. The Authorized Officers are each severally authorized and directed to, without additional action from this City Commission, sell and deliver the Bonds pursuant to the Bond Purchase Agreement, and through the Bond Purchase Agreement to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series and other matters, within the parameters established by this Resolution, provided that the principal amount of the Bonds shall not exceed \$5,740,000, the Bonds shall bear interest at

a true interest rate not to exceed six percent (6%), and the Bonds shall mature in not more than 30 years.

14. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

15. Immediate Effect. This Resolution shall be effective immediately.

AYES: Members: Mayor McDowell, Commissioners Osborne, Miller, Steele, Clegg & DuMars

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Adrian, County of Lenawee, State of Michigan, at a regular meeting held on August 3, 2009, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

RESOLUTION R09-133

RE: DEPARTMENT OF PUBLIC WORKS/CITY ENGINEER – Compost Delivery Fee Revision

WHEREAS, the City of Adrian has had a long-standing practice of providing City residents free compost when they load and deliver it themselves; and

WHEREAS, the City of Adrian’s current Compost Delivery Fee Schedule for delivery services does not cover the cost of providing delivery services to City residents; and

WHEREAS, the following proposed change in compost delivery fees would fully defray the cost of providing delivery services:

	<u>NEW</u>	<u>OLD</u>
1 yd. of compost (delivered within City limits)	\$50.00	\$15.00
2 yds. Of compost (delivered within City limits)	\$75.00	\$30.00

WHEREAS, the Finance Director indicates that revenue from this source will be recorded in the Department of Public Works Compost Revenue Account in the General Fund (101-441.00-690-000); and

WHEREAS, the City Engineer and City Administrator recommend approval of this resolution to revise the Compost Delivery Fee Schedule in order to fully defray the cost of providing delivery services to City residents:

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the following revised Compost Delivery Fee Schedule in order to fully defray the cost of providing delivery services to City residents:

	<u>NEW</u>	<u>OLD</u>
1 yd. of compost (delivered within City limits)	\$50.00	\$15.00
2 yds. Of compost (delivered within City limits)	\$75.00	\$30.00

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

RESOLUTION R09-134

RE: INFORMATION TECHNOLOGY DEPARTMENT – Installation of Telecommunications Hardware & Software and Data & Voice Wire Termination at New City Hall and Reconfiguration of Telecommunications Hardware & Software Systems for Police and Fire Departments

WHEREAS, the Adrian City Commission has authorized the purchase and renovation of the former Bank of Lenawee Building for the purpose of housing City Hall Offices; and

WHEREAS, Executone, Inc., Troy, MI, the current provider of telecommunications systems to the City of Adrian, has submitted a proposal amounting to \$30,636 for installation of telecommunications hardware & software and data & voice wire termination at the new city hall, as well as reconfiguration of telecommunications hardware & software systems for police and fire departments; and

WHEREAS, the Director of Information Technology recommends waiving the competitive bid process, due to the vendors knowledge of the City's present hardware and software telecommunications systems, and engaging Executone, Inc., Troy, MI in the City's Standard Professional Services Contract to acquire and install the aforementioned equipment; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Information Technology Telecommunications Undesignated Fund Balance Account (661-000.00-390.000); and

WHEREAS, the City Administrator recommends approval of this resolution, waiving the competitive bid process and authorization of appropriate amendments to the FY2009-10 Budget and General Appropriations Act.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the engagement of Executone, Inc., Troy, MI in the City's Standard Professional Services Contract for acquisition and installation of telecommunications hardware & software and data & voice wire termination at the new City Hall, as well as reconfiguration of telecommunications hardware & software systems for police and fire departments, at a cost not to exceed \$30,636.

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 \$30,636 be appropriated from the Information Technology Fund Undesignated Fund Balance (661-000.00-390.000) and that the FY2009-10 Budget be amended as follows:

<u>Telecommunications Fund (661)</u>		<u>Amount</u>
Revenue:		
(661-000.00-697.000)	Prior Year's Revenue	\$30,636
Expenditures:		
(661-221.00-977.000)	Telecommunications – Capital Equip.	<u>30,636</u>
	Total	<u>\$ -0-</u>

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

RESOLUTION R09-135

RE: ADRIAN PUBLIC LIBRARY –Lease Approval for Library Café

WHEREAS, the Adrian City Commission, by resolution #R07-179 dated November 5, 2007, authorized the engagement of a vendor in the City's Standard Professional Services Contract for the purpose of designing the Adrian Public Library Facade Restoration Project; and

WHEREAS, out of this effort arose the concept of a coffee shop as a complimentary enhancement to the Library, which was included in the eventual design of the Restoration Project; and

WHEREAS, Stone Catering, LLC, Adrian, MI has submitted a proposal to lease the space provided at a monthly rate of \$440.00, or \$5,280 annually, for purposes of operating a coffee shop/ café; and

WHEREAS, the Library Director and City Administrator recommend approval of this resolution providing authorization for the Mayor and City Clerk to sign all necessary documents to implement the proposed lease agreement, as well as approve the related FY2009-10 Budget Amendment recognizing the anticipated revenue for the balance of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the Mayor and City Clerk to sign all necessary documents to implement the proposed lease agreement with Stone Catering, LLC, Adrian, MI for purposes of operating a coffee shop/café as a complimentary service of the Adrian Public Library.

BE IT, FURTHER, RESOLVED that the FY2009-10 Budget be amended as follows to recognize the anticipated lease revenue for the period October, 2009 through June, 2010:

<u>General Fund (101)</u>		
Revenue:		
(101-738.00-671.000)	Adrian Public Library – Rent	\$3,960

Appropriations:

(101-990.00-990.000)	General Fund Contingency	<u>3,960</u>
	Total	<u>\$ -0-</u>

On motion by Commissioner DuMars, seconded by Commissioner Miller, this Resolution was adopted by a unanimous vote.

RESOLUTION R09-136

RE: DEPARTMENT OF FINANCE – AUTHORIZATION TO RENEW LIABILITY, PROPERTY AND VEHICLE FLEET INSURANCE

WHEREAS, the City of Adrian’s current liability, property and vehicle fleet insurance policy expires July 27, 2009; and

WHEREAS, the City of Adrian has been a member of the Michigan Municipal League (MML) Liability and Property Pool (served by the Meadowbrook Insurance Group) since July 27, 1984; FY2008-09 premium was \$226,997 and FY2009-10 proposed premium is \$221,053, a 2.6% decrease, for coverage with a \$2,000,000 liability limit and \$5,000 deductible per occurrence; and

WHEREAS, the City Finance Director/Risk Manager, after considering alternative carriers, recommends remaining with MML Liability and Property Pool for the following reasons:

- Superior Property Coverage with no co-insurance – the insurer assumes risk on property claims up to \$103,127,609 (\$1,000 Deductible) for each covered occurrence;
- Liability coverage on an occurrence basis – no time limit for reporting claims, the Pool is perpetually obligated to indemnify the City;
- Comprehensive coverage on 114 vehicles (\$250 deductible);
- Treasurer/Clerk Bond for \$100,000 and Sewer Back-Up Liability for \$100,000;
- Claims expertise – City has experienced excellent claims resolution;
- Loss Control and Administration Services – National League of Cities recognized model program Law Enforcement Risk Reduction and Control;
- Board members are peers – Elected Officials of Michigan Municipalities, including former Adrian Mayor, serve on Board of Directors providing interactive opportunities for improved risk management;
- No profit motive – Surplus is either returned to Members in the form of dividends, premium stability, or coverage enhancements;
- Consulting Services – provided by MML and Meadowbrook staff; and

WHEREAS, the Finance Director indicates that sufficient funds are available in the FY2009-10 Budget to cover all of the aforementioned insurance premiums; 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 renewal of property damage, liability and vehicle fleet insurance with the Michigan Municipal League Liability and Property Pool, including the additional endorsement for sewer and storm drain liability exposure, as well as Treasurer/Clerk Bond, for a total annual premium of \$221,053.

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

RESOLUTION R09-137

RE: UTILITIES DEPARTMENT – Authorization to Sell Property Located at 1802 Hamilton Highway

This item was removed from the agenda.

RESOLUTION R08-138

RE: ADMINISTRATION – Replacement of Cooling Tower at New City Hall – 135 E. Maumee St.

WHEREAS, efficient operation of the HVAC system at the new City Hall includes a "cooling tower", which is located on the roof of said structure; and

WHEREAS, the cooling tower currently on the structure, which was originally installed in 1986, has required repairs on three separate occasions during this cooling season, requires further repairs at this time, and has several leaks on the perimeter of the device; and

WHEREAS, the City Mechanical Inspector believes that the tower should be replaced at this time and has contacted the company that originally provided the resisting equipment, Sarmiento Mechanical Sales, Inc.; and

WHEREAS, said company has submitted a written quote to furnish a replacement cooling tower for the sum of \$11,200, freight included, and for replacement vibration isolation rails, if necessary, in the amount of \$1,000, which the City Mechanical Inspector indicates to be reasonable; and

WHEREAS, prices will need to be obtained for the removal of the current tower and installation of the new tower, which is not expected to exceed \$5,000; and

WHEREAS, the City Administrator deems that it is prudent to replace the tower at this time to add efficiency to the system and to avoid further, more extensive, repairs in the near future and believes that there is no advantage to the City to obtain competitive bids for this item.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the proposal from Sarmiento Mechanical Sales, Inc. for Model VTO-057-K cooling tower in the amount of \$11,200 is hereby accepted, along with the proposal for replacement vibration isolation rails, if needed, in the amount of \$1,000, and that the bid process be waived.

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

RESOLUTION R09-139

RE: ADRIAN PUBLIC LIBRARY –Furniture Acquisition for Coffee Shop, Teen Resource Center and Mezzanine Casual Reading Area

WHEREAS, the Adrian City Commission, by resolution # R07-179 dated November 5, 2007, authorized the engagement of a vendor in the City’s Standard Professional Services Contract for the purpose of designing the Adrian Public Library Façade Restoration Project, including the Coffee Shop, teen resource center and mezzanine casual reading area; and

WHEREAS, the Adrian Public Library, in conjunction with the Purchasing Office solicited and received bids for furniture for the aforementioned areas (excluding coffee shop cabinets and equipment), with the following results:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Rachel Becker	Kalamazoo, MI	\$38,787.00
Kentwood	Jackson, MI	\$43,596.81
Space	Midland, MI	\$44,496.36

WHEREAS, for the reasons detailed on the attached cover memo, the Library Director recommends selection of SPACE, Inc., Midland, MI as the vendor that would serve the best interests of the City in providing the specified furniture for the Library; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose from the Library Capital Improvement Account (101-738.00-975.000), as well as the Library Deferred Revenue account (101-000.00-162.738) for donations from the Stubnitz Foundation earmarked for this purpose; and

WHEREAS, the City Administrator recommends approval of this resolution, selection of SPACE, Inc., Midland, MI as the preferred vendor for the furniture acquisition at a cost not to exceed \$44,496.36, appropriation of \$10,685 from the Library Deferred Revenue account (101-000.00-162.738), and authorization of the appropriate amendments to the FY2009-10 Budget.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves selection of SPACE, Inc., Midland, MI as the preferred vendor for the furniture acquisition for the Adrian Public Library coffee shop, teen resource center and mezzanine casual reading area at a cost not to exceed \$44,496.36, with funds in the amount of \$33,511.36 derived from the Library Capital Improvement Fund (101-738.00-975.000) and the balance (\$10,685) derived from the Stubnitz Foundation donation.

BE IT, FURTHER, RESOLVED that \$10,685 be appropriated from the Library Deferred Revenue account (101-000.00-162.738) and that the FY2009-10 Budget be amended as follows:

General Fund (101)

Revenue:

(101-990.00-675.073) Library Donations – Private \$10,685

Appropriations:

(101-738.00-975.000) Adrian Public Library Capital Improvements 10,685
Total \$ -0-

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

PUBLIC COMMENTS

1. Allen Kern, 1249 Vine – Was unaware the compost could be delivered; wondered when Jefferson School would be torn down; didn't understand how the City could raise taxes as so many are without jobs.
2. Duane Doyle, 605 Tabor – Following up on the Commission's progress with the request to fish at Lake Adrian. Still had a problem with being unable to fish at Lake Adrian. Felt we need to move the fence up around the building.
3. Donna Birdsell, 1158 Michigan Ave. – She is against moving or getting rid of the fence at the Water Treatment Plant because it would compromise the safety of our drinking water.
4. Jeff Snedecker, 804 Michigan Ave – Felt that a Motor Carrier Ordinance was unnecessary as he felt if an officer pulls over a truck for a traffic violation, they should not be able to check his log or otherwise inspect the truck.
5. Jim Baggett, 1733 W. Gorman Rd. – He was also displeased that there was no public fishing at Lake Adrian. Felt that the fence was unnecessary and that it did not keep people from polluting the lake.
6. Darryl Kidd, Adrian – Does not like the way the City of Adrian is being run; feels that the City is lax in many things.

COMMISSIONERS' COMMENTS

1. Commissioner Steele wanted to assure the citizens of Adrian that the City did not just decide to close Lake Adrian to fishing and that the Commission is very carefully researching how to best proceed with how the lake should be used.
2. Commissioner Clegg felt that we need to be sensitive to the rules that are made and how they affect people.

Commissioner Steele motioned for the Commission to go into closed session to discuss real estate acquisition; seconded by Commissioner DuMars, motion carried by a unanimous vote.

The next regular meeting of the Adrian City Commission will be held on Monday, August 17, 2009, 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

August 17, 2009

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 #3095 through #3102..... \$ 75,584.86

General Fund

Vouchers #19227 through #19420 \$ 316,773.65

Clearing Account Vouchers

amounting to..... \$ 400,817.74

TOTAL EXPENDITURES \$793,176.25

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

August 17, 2009

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
<u>Receiving</u>			
3095	City of Adrian: Payroll	Payroll for July 31	\$ 15,142.22
3096	Brenda Williams	Electric Reimbursement	\$ 34.62
3097	Citizens Gas Fuel Co	Water Plant Heat	\$ 32.86
3098	Consumers Energy	Water Plant Electric	\$ 11,011.02
3099	City of Adrian: Clearing Acct	Aug 3 Check Register	\$ 19,612.18
3100	***VOID***		
3101	City of Adrian: Payroll	Payroll for Aug 7	\$ 49,213.43
3102	Verizon North	Phone Bills	\$ 150.71

Total \$ **95,197.04**

Less: CK# 3099 \$ **19,612.18**

TOTAL \$ **75,584.86**

WW = \$ 32,989.40

WAT = \$ 62,207.64

AUG 17, 09

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
19227	\$ (65.00)	Michelle Torres	Void Check
19393	\$ 17,699.83	City of Adrian: Payroll	Payroll for July 31
19394	\$ 2,656.02	First Federal Bank	Soc Security for July 31
19395		City of Adrian: Utilities	Transfer State MI Funds
19396	\$ 24,048.41	Lenawee Fuels Inc	DPW Gas & Diesel Fuel
19397	\$ 99.00	Sarada Marsh	Recreation Refund
19398	\$ 15.00	Marie Lane	Recreation Refund
19399	\$ 1,713.99	Citizens Gas Fuel Co	Various Heat Bills
19400	\$ 7,164.52	Consumers Energy	Various Electric Bills
19401	\$ 443,515.92	City of Adrian: Clearing	Aug 3 Check Register
19402	\$ 65.00	Michelle Torres	Recreation Refund
19403	\$ 3,961.41	Quick Service Transportation	Payroll W/E Aug 1
19404	\$ 1,682.66	City of Adrian: Utilities	Bohn Pool Water Bill
19405	\$ 650.00	City of Adrian: Utilities	Refund July Rent
19406	\$ 235,311.89	City of Adrian: Payroll	Payroll for Aug 7
19407	\$ 15,620.99	First Federal Bank	Soc Security for Aug 7
19408		City of Adrian: Econ Devel	Transfer State MI Funds
19409	\$ 947.92	Verizon North	Various Phone Bills
19410	\$ 611.21	Lenawee Fuels Inc	Cemetery Gas & Diesel Fuel
19411	\$ 51.00	Lisa Curry	Recreation Refund
19412	\$ 43.00	Angela Childs	Recreation Refund
19413	\$ 43.00	Brandi Wilson	Recreation Refund
19414	\$ 27.00	Crystal Clinchard	Recreation Refund
19415	\$ 51.00	Sabrina Roe	Recreation Refund
19416	\$ 30.00	Christy Espinoza	Recreation Refund
19417	\$ 27.00	Candace Adams	Recreation Refund
19418	\$ 40.00	Phillis McDevitt	Recreation Refund
19419	\$ 4,168.72	Quick Service Transportation	Payroll W/E Aug 8
19420	\$ 110.08	Verizon North	Various Phone Bills

\$	760,289.57	
\$	(443,515.92)	Less: CK# 19401
\$	316,773.65	

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. ABSOLUTE ANIMAL & PEST CONTR	500.00		
2. CITY OF ADRIAN	36,321.84		
3. ADRIAN ENVIRONMENTAL LLC	1,000.00		
4. ADRIAN LANDFILL	5.92		
5. ADRIAN LOCKSMITH & CYCLERY	208.82		
6. ADRIAN MECHANICAL SERVICES C	4,318.22		
7. ADRIAN WATER CONDITIONING IN	19.50		
8. ADRIAN-TECUMSEH FENCE CO	212.16		
9. AIRGAS GREAT LAKES	97.20		
10. ALL METALS INC.	65.73		
11. ALLIED WASTE SERVICES	49,214.52		
12. ALLIED WASTE SERVICES #259	5,422.48		
13. ALLOWAY	330.00		
14. AMERICAN AIR & WATER, INC.	21,336.48		
15. AMVETS	267.00		
16. APPLIED INDUSTRIAL TECHNOLOG	1,079.60		
17. ELIZABETH ARNOLD	25.84		
18. ASSOCIATED ENGINEERS	2,004.00		
19. BADER & SONS CO	110.98		
20. BAKER & TAYLOR BOOKS	539.98		
21. BAKER CONSTRUCTION	500.00		
22. BANK OF NEW YORK	7,680.00		
23. BARRETT'S GARDEN CENTER	29.99		
24. BATTERY WHOLESALE	175.24		
25. KRISTIN BAUER	20.00		
26. GREG BELL CHEVROLET, INC	331.62		
27. BILL'S SERVICE, INC.	250.00		
28. ROBERT BISHOP	229.48		
29. BLACK SWAMP EQUIPMENT	570.52		
30. BOOK OF THE MONTH CLUB	39.47		
31. BRAKES-N-MORE	556.92		
32. BRAZEE SAFETY & SECURITY INC	2,288.50		
33. TODD BROWN	20.00		
34. BS&A SOFTWARE	4,745.00		
35. BUCK & KNOBBY EQUIP CO INC	29.69		
36. BUCKEYE HYDRAULICS INC.	44.50		
37. CLEAN CARE INC	1,969.00		
38. COAST TO COAST DELI	70.07		
39. COIN-OP SPECIALISTS INC.	263.92		
40. COMFORT ENTERPRISES INC.	398.03		
41. CULTICE RACE ENGINES	135.00		
42. CUTLER DICKERSON CO	646.60		
43. D&P COMMUNICATIONS, INC.	1,590.21		
44. DAILEY ENGINEERING, INC.	1,500.00		
45. JAMES DAILEY	25.00		
46. THE DAILY TELEGRAM	5,479.94		
47. DAN'S FARM SUPPLY INC	5.56		
48. DETROIT ELEVATOR COMPANY	164.00		
49. DOAN CONSTRUCTION CO	1,464.00		
50. STEVE EBERLE	20.00		
51. ENCYCLOPEDIA BRITANNICA INC	1,295.00		
52. ENGLEWOOD ELECTRICAL SUPPLY	48.11		
53. EXECUTONE COMMUNICATIONS LLC	15,137.77		
54. FASTENAL COMPANY	129.35		
55. FLINT TRADING INC	1,722.64		
56. FYR-FYTER SALES & SERVICE	116.40		
57. GALE	44.79		
58. GALLANT & SON	68.96		
59. GENERAL CHEMICAL CORP	5,760.72		
60. MARK GIGAX	20.00		
61. GORDON FOOD SERVICE	1,482.34		
62. GRAINGER INC.	27.86		
63. GREAT LAKES BOOK DISTRIB	225.37		
64. GRITZ'S JANITORIAL	700.00		
65. DENISE GRITZMAKER	20.00		
66. HACH COMPANY	22.05		
67. HADDEN TIRE COMPANY	941.80		
68. HAFELT STARAN HALLAHAN	1,112.31		
69. HARRIS INFOSOURCE	329.50		
70. HERITAGE MICROFILM, INC.	147.43		
71. HERITAGE PERENNIAL FARM	868.25		
72. HERITAGE PLUMBING & HEATING	240.00		
73. HILLS AUTO & TRUCK REPAIR IN	50.85		
74. HOBBY LOBBY	15.53		
75. SHANE HORN	20.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. HUBBARDS AUTO CENTER	1,221.78		
77. HURON LIME INC.	9,369.25		
78. I C M A VANTAGE POINT	6,219.85		
79. IDEARC MEDIA CORP.	48.50		
80. IMAGE GALLERY	44.26		
81. INDUSTRIAL MILL SUPPLY CORP	276.85		
82. INGRAM LIBRARY SERVICES	82.65		
83. INTERNATIONAL SOCIETY OF	280.00		
84. ITT WATER & WASTEWATER LEPOO	3,924.00		
85. JAMES DELIVERY SERVICE	190.00		
86. KATHY JACOBS	450.00		
87. KIMBALL MIDWEST	43.77		
88. DAVE KNAPP FORD	68.32		
89. KONICA MINOLTA- ALBIN	90.32		
90. BRENT KUBALEK	24.00		
91. KUHLMAN CORP.	145.00		
92. LAKE COUNTY NURSERY INC	1,565.00		
93. LANSING SANITARY SUPPLY INC	416.27		
94. LENAWEE COUNTY COMMUNITY	255.00		
95. LENAWEE COUNTY EQUALIZATION	3,500.00		
96. LENAWEE COUNTY PRINTER	42.35		
97. LENAWEE TIRE & SUPPLY CO	1,516.65		
98. LENCO PAINTING, INC.	1,884.00		
99. LOWE'S CREDIT SERVICES	2,200.73		
100. LYDEN OIL COMPANY	138.60		
101. M B ELECTRIC LLC	6,594.41		
102. MANPOWER OF LANSING MI INC.	979.20		
103. GARY MCDOWELL	209.14		
104. MCGOWAN ELECTRIC SUPPLY INC	155.97		
105. MCMUNN BROTHERS	2,410.00		
106. METROPOLITAN UNIFORM CO	975.90		
107. MICHIGAN CORPORATE OFFICE PL	339.50		
108. MICHIGAN MUNICIPAL LEAGUE	50.00		
109. MICHIGAN OFFICE SOLUTIONS	984.59		
110. MICHIGAN SECTION-AWWA	1,245.00		
111. STATE OF MICHIGAN	1,666.32		
112. MICHIGAN STATE POLICE	1,589.33		
113. MICROMARKETING LLC	865.48		
114. MIDWEST ENVIRONMENTAL CONTRO	7,922.71		
115. MIDWEST GAS INSTRUMENT SERVI	425.00		
116. MIDWEST TAPE	180.10		
117. MITCHELL WELDING	102.65		
118. H T MORIARTY CO INC	376.50		
119. MUNICIPAL CODE CORPORATION	786.05		
120. MUNICIPAL EMPLOYEES' RETIRE	70,023.45		
121. NEXTEL COMMUNICATIONS	1,075.75		
122. OCCUHEALTH - WOLF CREEK	1,475.00		
123. OHIO CONCRETE SAWING & DRILL	285.00		
124. OMNIGRAPHICS INC.	161.78		
125. MIKE OSBORN	20.00		
126. PARAGON LABORATORIES INC	2,055.00		
127. PEERLESS SUPPLY INC	261.74		
128. PEST CONTROL	292.00		
129. PET'S SUPPLIES PLUS	52.98		
130. PIONEER MANUFACTURING CO.	590.00		
131. POLARIS LIBRARY SYSTEMS, INC	7,023.50		
132. GLENN PRESTON	20.00		
133. PVS TECHNOLOGIES INC	8,660.70		
134. QUICK SERVICE TRANSPORTATION	1,464.58		
135. QUILL CORPORATION	580.13		
136. RAY PRINTING CO. INC	1,397.59		
137. RECIPROCAL ELECTRICAL COUNCI	50.00		
138. RECORDED BOOKS LLC.	599.70		
139. TIM RITCHIE	20.00		
140. ROYCE ROLLS RINGER CO	330.53		
141. ED SCHMIDT GMC	10.31		
142. SCIENTIFIC METHODS INC	380.00		
143. SERVICE ELECTRIC CO OF ADRIA	200.00		
144. SERVICE LAMP CORP.	228.96		
145. SLUSARSKI EXCAVATING & PAVIN	41,166.49		
146. CAROL SOUCHOCK	57.99		
147. SPARTAN DISTRIBUTOR INC	286.10		
148. STATE CHEMICAL MFG CO.	129.39		
149. STEVENSON LUMBER, INC.	1,371.08		
150. SUPER LAUNDROMAT &	118.95		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. CLAUDETTE J SWIFT	1,716.00	_____	_____
152. SYMBOL ARTS	315.00	_____	_____
153. TDS SECURITY	420.00	_____	_____
154. THOMSON WEST	349.26	_____	_____
155. TRACTOR SUPPLY COMPANY	216.77	_____	_____
156. PAUL TRINKA	20.00	_____	_____
157. TRUCK & TRAILER EQUIP CO	31.21	_____	_____
158. TTB CLEANING LLC	915.00	_____	_____
159. TURFGRASS INC.	1,608.00	_____	_____
160. U S POSTMASTER	1,856.00	_____	_____
161. UNDERWOOD'S NURSERY LLC	4,487.00	_____	_____
162. UNIQUE BOOKS, INC.	766.76	_____	_____
163. UNITED PARCEL SERVICE	30.13	_____	_____
164. USA BLUEBOOK	94.42	_____	_____
165. WATER ENVIRONMENT FED.	93.00	_____	_____
166. WEISKOPF INDUSTRIES CORP	159.53	_____	_____
167. YAHOO! CUSTODIAN OF RECORDS	99.50	_____	_____
168. ZEP MANUFACTURING CO	526.90	_____	_____
TOTAL ALL CLAIMS	400,817.74		

COMMUNICATIONS

C-1



MEMO

Date: August 10, 2009

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

From: Jeffrey C. Pardee, Finance Director

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

Re: Government Finance Officers' Association Award for Excellence in Financial Reporting for the City of Adrian's FY2007-08 Comprehensive Annual Financial Report

For the twenty-second consecutive year, the City of Adrian has been accorded the Government Finance Officers' Association (GFOA) Award for Excellence in Financial Reporting for publication of its FY2007-08 Comprehensive Annual Financial Report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The CAFR has been judged by an impartial panel to meet the high standards of the award program, including demonstration of a constructive "spirit of full disclosure" to clearly communicate the City's financial story and motivate all stakeholders to purview its contents. The Award is accorded only to those jurisdictions, approximately five (5%) percent of the 1,776 cities, villages and townships in the State of Michigan, that have implemented the Government Accounting Standards Board's (GASB) Statement No. 34, *Basic Financial Statements - and Management Discussion and Analysis - for State and Local Governments*. A 48-page checklist is used to determine whether or not submissions meet the rigorous criteria of the program.

I would like to recognize those individuals in the Finance Department that make a significant contribution in time and energy throughout the year, culminating in the achievement of this prestigious honor, including:

- Cindy Prue, Assistant Finance Director
- Donna Stewart, City Treasurer
- Kylene Moore, Accounts Payable Clerk
- Jean Misseldine, Payroll Clerk
- Shelley Freiburger, Collections Clerk
- Debra Andrews, Collections Clerk

In addition, the audit firm of Robertson, Eaton & Owen, PC, particularly Gary Owen, CPA, should be recognized for its significant contribution in preparing the CAFR publication. If you have any questions or need for additional information, please contact my office.



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Adrian, Michigan



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date August 3, 2009



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

August 3, 2009

Jeffrey C. Pardee
Director of Finance
City of Adrian
100 East Church Street
Adrian MI 49221

Dear Mr. Pardee:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2008, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. Enclosed is an AFRA for:

Finance Department, City of Adrian

Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by December 31, 2009.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

A handwritten signature in cursive script that reads "Stephen J. Gauthier". The signature is written in black ink and is positioned above the typed name and title.

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

08/03/2009

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Adrian** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, City of Adrian

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

CONSENT AGENDA

CR-1

CR09-046

August 17, 2008

RE: CITY COMMISSION – Change in Meeting Date Due to Labor Day Holiday

RESOLUTION

WHEREAS, the Charter of the City of Adrian requires that regular meeting times be established by City Commission resolution; and

WHEREAS, the regular meeting scheduled for Monday, September 7, 2009, occurs on the Labor Day holiday.

NOW, THEREFORE BE IT RESOLVED that said regular meeting will be held on Tuesday, September 8, 2009 at 7:00 p.m. in the Commission Chambers on the 2nd floor of Adrian City Hall.

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

CR-2

CR09-047

August 17, 2009

RE: INTEVA AUTOMOTIVE SYSTEMS, LLC - ACT 198 INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE APPLICATION ESTABLISHMENT OF PUBLIC HEARING

RESOLUTION CR07-051

WHEREAS, the State of Michigan has adopted the Plant Rehabilitation and Industrial Facilities Development Districts Act, Public Act 198 of 1974, as amended (Act 198); and

WHEREAS, Act 198 provides for creation of Industrial Development and Rehabilitation districts, and for review and approval of exemption request certificates; and

WHEREAS, the City of Adrian has received an Industrial Facilities Exemption Certificate request from Inteva Products for an investment of personal property within Adrian Industrial Development District #1; and

WHEREAS, Act 198 requires notification of the City Assessor and the legislative body of each taxing unit which levies ad valorem taxes on property within said Adrian Industrial Development District #1, and provision of an opportunity to be heard on this matter prior to consideration of action of the Industrial Facilities Exemption Certificate request.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby acknowledges receipt of said Industrial Facilities Exemption Certificate from Inteva Products, authorizes the scheduling of a public hearing for Tuesday, September 8, 2009, at 7:00 p.m. in the Commission Chambers at Adrian City Hall, 100 E. Church St., 2nd Floor, Adrian, MI, to receive comments on this matter, and directs the City Clerk to provide notice to the appropriate taxing units and the public as required by Act 198.

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

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Pat Baker</i>	Date received by Local Unit 8/11/09
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Inteva Products		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3089	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1450 E. Beecher, Adrian, MI 49221		1d. City/Township/Village (indicate which) City of Adrian	1e. County Lenawee
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located Adrian	3b. School Code 46010
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

The project consists of the purchase of a CO2 Laser Cutting machine costing \$917,000. The company has 246 existing full time jobs and this project will add 4 new fulltime jobs.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$0.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ \$917,000.00 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ \$917,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements	3/2/09	3/2/11	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements			▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 246	10. No. of new jobs at this facility expected to create within 2 years of completion. 4
--	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Timothy S. Robinson	13b. Telephone Number (517) 265-5141	13c. Fax Number (517) 263-6065	13d. E-mail Address timothy@onelenawee.org
14a. Name of Contact Person John Kuenzer	14b. Telephone Number (517) 265-4214	14c. Fax Number (517) 265-4371	14d. E-mail Address jkuenzer@intevaproducts.com
▶ 15a. Name of Company Officer (No Authorized Agents) John Kuenzer			
15b. Signature of Company Officer (No Authorized Agents) <i>John F. Kuenzer</i>		15c. Fax Number (517) 265-4371	15d. Date 07 AUGUST 09
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1450 E. Beecher, Adrian, MI 49221		15f. Telephone Number (517) 265-4214	15g. E-mail Address jkuenzer@intevaproducts.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF ADRIAN, MICHIGAN
PUBLIC ACT 198 of 1974
PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT DISTRICTS ACT

Name of Applicant: INTEVA PRODUCTS, LLC Date: July 29, 2009
 Applicant Address: 1450 East Beecher Street, Adrian, MI 49221

The following information is required to be submitted to the City of Adrian Clerk's Office in addition to the attached application form 1012 (State of Michigan Application for Industrial Facilities Tax Exemption Certificate). Please provide complete responses to each of the questions. Attach additional sheets if necessary.

1. Please provide the legal description of the real property on which the facility will be located. Please include the property identification number as well.

Property Identification Number: XAO-100-0152-00

Property Legal Description: All that Pt of NW 1/4 of Section
12 T 75 R 3E LYNN E of WABASH RR
2 Trent St N OF Corp LN OF
City of Adrian County of Lenawee State of Michigan.

2. Please provide a detailed list of the proposed new real property improvements (attach additional sheets if necessary).

Description of Real Property Investment	Date of Expected Commencement of Work	Investment Costs

3. Please provide a list of new machinery, equipment, furniture and fixtures which will be utilized in the new facility (attach additional sheets if necessary).

Description of Personal Property Investment	Date of Installation	Equipment/Installation Costs
<u>CO₂ LASER MACHINE</u>	<u>MARCH 2009</u>	<u>\$917,000.</u>

1/2

4. Please include a list of the jobs expected to be retained as a direct result of this project (attach additional sheets if necessary).

Position (please include brief description)	Average Annual Salary Package	Number of Positions Retained
ENGINEERS	\$ 85,000 -	Two (2)

5. Please include a list of the jobs expected to be created as a direct result of this project (attach additional sheets if necessary).

Position (please include brief description)	Average Annual Salary Package	Number of Positions Created
MANUFACTURING TEAM	\$ 42,000	Two (2)

6. Please briefly describe the expected economic impact of this project on the City of Adrian. Please include information about the expected number of new jobs in relation to the company's existing employment pool (attach additional sheets if necessary).

THIS CO₂ Laser Machine IS required For the Lambda/001 Project. The Addition of this work will employ approximately 100 to 120 people.

7. Please provide a brief history of your company (attach additional sheets if necessary).

Inteva Products, LLC was created due to the sale of the Delphi - AHB Plant in Adrian to a private investment group. This operation has manufactured automotive components under different owners since the 1970's.

8. Please briefly describe your company's efforts to be good stewards of the environment (i.e. LEED Certification, etc...). Please also provide information about your company's efforts to be new economy ready (i.e. diversification, workforce development, etc...) (attach additional sheets if necessary).

Inteva manufactures under Operating Permit number MI-ROP-B 6027-2007 and Storm Water General Permit number MIS 518187. We train all employees for two (2) weeks before working on their own, including ENVIRONMENTAL Policy training.



100 E. Church St., Adrian, MI 49221-2773

IFT LETTER OF UNDERSTANDING

INTEVA PRODUCTS, LLC
Company Name

1450 E. Beecher Street
Address

Adrian, MI 49221

CITY OF ADRIAN

RE: Agreement with the City of Adrian

Inteva Products, LLC (the Taxpayer) has submitted an application to you for the granting of an Industrial Facilities Exemption Certificate (IFT) pursuant to Michigan Public Acts of 1974, as amended.

To encourage the granting of the IFT and in recognition of investment the City of Adrian will be making toward the economic growth of the taxpayer and, thus, the economic growth of the municipality, I hereby agree, on behalf of the taxpayer, to the following:

- I. Administrative terms and Conditions. The City of Adrian and taxpayer acknowledge that the magnitude of the application for an Industrial Facilities Exemption Certificate is sufficiently large so as to warrant an agreement on certain administrative matters that develop and exist in the administration of the tax abatements. Therefore, the parties agree, as part of this agreement and the granting by the City of the applied for Industrial Facilities Exemption Certificate, to the following terms and conditions relative to the administration of the tax abatement:

A. Auditor and Audits:

- i. Taxpayer shall obtain for the benefit of itself and the City, at taxpayer's sole cost and expense, a mutually agreed upon and independent accounting firm to prepare and provide the industrial

facilities' tax filings and ad valorem personal property tax filings for the term of the construction and use of the properties covered by the application for the Industrial Facilities Exemption Certificate. The independent accounting firms shall report to the taxpayer and the City jointly and equally.

- ii. The City and taxpayer shall accept as accurate the calculations and cost estimated used by the City to levy taxpayer's personal property assessments, including the assessed, state equalized and taxable values, for the current year and subsequent years, as reported by the independent accounting firm.
- iii. Taxpayer or the City may request to meet, discuss and bargain in good faith a modification of the terms specified in paragraph I.A (i) and (ii). The City and taxpayer may mutually agree to modify these terms.

B. Reporting:

(1) No later than the 1st day of February immediately following the second year after the issuance date of the IFT, the taxpayer shall submit a letter to the City of Adrian stating:

- i. The number of new jobs promised in the IFT application within a two year period and the actual number of new jobs created.
- ii. If the IFT was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
- iii. If projection for creation or retention of jobs was not reached, give detailed explanation.
- iv. The estimated project cost given in the application and the actual project cost.
- v. If actual project costs differ substantially from project cost, give explanation.

(2) The taxpayer further agrees to submit a report regarding status of employment every two years, beginning two years after submission of the letter required in item I.B(1), on or before December 31st. If employment has not remained or exceeded the number given in the application, a detailed explanation for this shall be included. This report shall be submitted beginning with the fourth year after the issuance date of the IFT.

The taxpayer understands that if employment has not been retained or reached as stated in the application or the construction and/or expansion project has not been completed or expenditures made, as described in the application, the City has the right to, review the status reports and may petition by resolution, the State Tax Commission, for revocation of the IFT.

(3) The taxpayer agrees to remain within the City of Adrian for the period of the IFT in order to retain the benefits of the IFT unless permission for relocation is granted by the City of Adrian. The taxpayer further understands that if it chooses

to leave the City of Adrian without permission for relocation prior to the end of the term of the IFT, the City of Adrian has the right to recapture from the taxpayer, up to and including the total amount of the taxes abated by the IFT. The City of Adrian shall issue a denial of the City's consent for granting of an IFT in a governmental unit to which the taxpayer has relocated or transferred employment to, from the City of Adrian. The taxpayer may present to the City of Adrian Commission compelling circumstances, which would allow the City Commission, in its sole discretion, to approve such transfer.

- C. Appeal of Local Assessment; Costs: In the event that taxpayer appeals the City of Adrian's real and/or personal property assessment levied against its real and/or personal property to the Michigan Tax Tribunal, or beyond, taxpayer shall pay to the City, the City's reasonable costs of such appeal, including but not limited to attorney fees and appraisal costs. At such time the taxpayer appeals either real or personal property assessment(s) to the Michigan Tax Tribunal, the City of Adrian Commission, by resolution, will request revocation of real and/or personal IFT certificate(s) to the State Tax Commission.

II. Mutual Representation.

A. Taxpayer Representation: Taxpayer represents to the City that the persons executing this agreement has full power and authority to do so, and that they have obtained any and all necessary corporate resolutions to empower them to bind taxpayer to the terms hereof.

B. City Representation: The City represents to taxpayer that the person signing this agreement has the full power to do so and to bind the City of Adrian to the terms hereof, the same having acted upon and approved by the City Commission for the City of Adrian at the Commission's regular session of the _____ day of _____ upon motion duly made, seconded and carried.

Witness

Taxpayer Name _____
By: _____
Title: _____
Date: _____

Witness

City of Adrian
By: _____
Title: _____
Date: _____

City of Adrian, Michigan
Plant Rehabilitation and Industrial Development District Certificate
Letter of Agreement

This Agreement, made this ____ day of _____, 2009, by and between INTEVA PRODUCTS, LLC ("Company") and the CITY OF ADRIAN, a Michigan municipal corporation, of 100 E. Church Street; Adrian, Michigan 49221 ("City") for the purposes of fulfilling the requirements of Act. No. 198 of the Public Acts of 1974, as amended; and to set forth the rights, duties and obligations of the respective parties.

1. Company acknowledges that as a prerequisite to obtaining an Industrial Facilities Exemption Certificate ("tax abatement") that Company has made certain material representations to the City in its application for an Industrial Facilities Exemption Certificate dated - July 29, 2009, upon which the City has justifiably relied, and upon which the City will continue to rely, and based upon which the Company will receive certain monetary benefits, tax abatements, to which it otherwise would not be entitled.
2. Company further acknowledges that the receipt of an Industrial Facilities Exemption Certificate is also based upon the material representations made by the Company in its application for an Industrial Facilities Exemption Certificate. Further, that all representations made therein are true and correct to the best of the company's information, knowledge and belief and that the representations include the past history of the Company, the present status of the Company and the future duties and obligations to be performed by the Company.
3. In consideration of the receipt of an Industrial Facilities Exemption Certificate, it is expressly agreed by the Company that should any of the material representations of Company be erroneous or should Company fail to substantially perform any future promises, duties or obligations, the same shall be deemed to constitute a breach of this Agreement and the City may petition the State Tax Commission to revoke the Industrial Facilities Exemption Certificate. Furthermore, Company agrees to repay an amount up to and including the total amount of taxes abated by the Industrial Facilities Exemption Certificate if they choose to leave the City without permission of the City Commission during the term of the abatement.
4. Company agrees to comply with all relevant local rules, regulations, codes and ordinances within the City of Adrian during the entire period for which the Industrial Facilities Exemption was granted. Under this provision the Company agrees to comply at all its facilities in the City of Adrian with all construction, building and zoning codes in effect during the entire period for which the Industrial Facilities Exemption Certificate was granted. Failure to comply shall constitute grounds for revocation of the Industrial Facilities Exemption Certificate.
5. Company shall submit to the City Assessor, for the term of the Industrial Facilities Exemption Certificate, an annual status report recapping activity for the abated project as of November 1, of each year. The report will be due no later than November 1 of each subsequent year. It will indicate actual monies expended as of each annual report date, total project actual costs by year of completion and actual number of jobs created or retained as of December 31, of each year of the project. If, as of any annual report date during the life of the project, there is a variation of more than ten percent (10%) in the estimated employment levels or expended moneys from what was set forth in the application, the Company must include an explanation for this variation in the annual status report.
6. Company further agrees that it shall pay all taxes and assessments on the regular ad valorem tax roll, real and personal, hereupon levied on said premises or any equipment or personal

property thereon before any penalty for non-payment attaches thereto, beginning with the next tax billing and continuing throughout the term of the Industrial Facilities Exemption Certificate. Failure to pay all such taxes as provided above shall be deemed to constitute a breach of this Agreement and City may petition the State Tax Commission to revoke the Industrial Facilities Exemption Certificate and/or may otherwise proceed in accordance with the remedies provided by statute. If, at any time during the effective term of the exemption certificate, a participant in the program appeals to the Michigan Tax Tribunal disputing the "taxable value" of the property subject to the tax abatement, the City of Adrian may petition the State Tax Commission to revoke the Industrial Facilities Exemption Certificate.

7. Company represents that it intends to remain within the City of Adrian during the entire period of time for which the Industrial Facilities Exemption Certificate has been approved. Under this provision the Company agrees to maintain buildings, equipment and employment related to the new project as represented by the Company in its application for an Industrial Facilities Exemption Certificate. Company also represents that it intends to maintain overall building, equipment and employment at the level as represented by the Company in its application for an Industrial Facilities Exemption Certificate. Failure to remain within the limits of the City of Adrian or failure to implement and maintain buildings, equipment and employment related to the new project shall be deemed to constitute a breach of this Agreement and City may petition the State Tax Commission to revoke the Industrial Facilities Exemption Certificate. Company acknowledges that failure to remain within the City of Adrian during the entire period for which the Industrial Facilities Exemption Certificate was granted shall constitute grounds for immediate revocation of Industrial Facilities Exemption Certificate and the denial of the City's consent to the granting of an Industrial Facilities Exemption Certificate in a governmental unit to which the Company has relocated or employment has been transferred from the City. Furthermore, Company agrees to repay an amount up to and including the total amount of taxes abated by the Industrial Facilities Exemption Certificate if they choose to leave the City without permission of the City Commission during the term of the abatement. Company may present to the City Commission those compelling circumstances, which could allow the City Commission, in its sole discretion, to approve such transfer.
8. Company does not agree to maintain any specified level of overall plant employment, for any particular period of time, except as specifically set forth in its Application for an Industrial Facilities Exemption Certificate. The City's sole remedy and the Company's sole obligation in the event of an employment shortfall are set forth herein.
9. City acknowledges that in some instances, economic conditions, technology, or conditions beyond the control of the Company may prevent the Company from fulfilling the terms of the Application for an Industrial Facilities Exemption Certificate and complying fully with this Agreement. City agrees that it shall give the Company an opportunity to explain to the City Commission the reasons for any variations from the representations as contained in the Application for an Industrial Facilities Exemption Certificate and the City Commission, in its sole discretion, will evaluate the Company's situation prior to taking any action authorized by this Agreement.
10. This Agreement shall become effective upon the issuance of a Certificate in compliance with the Application for an Industrial Facilities Exemption Certificate by the Michigan State Tax Commission and shall be null and void and of no force or effect whatsoever, if the Michigan State Tax Commission fails to issue such a Certificate. This Agreement shall be null and void upon expiration of the Industrial Facilities Exemption Certificate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

WITNESSES:

COMPANY:

Notary Public: _____

County: _____

My Commission Expires: _____

WITNESSES:

CITY OF ADRIAN:

Notary Public: _____

County: _____

My Commission Expires: _____

When recorded return to:
City of Adrian
City Clerk's Office
100 E. Church St.
Adrian, MI 49221

Document Drafted By:
City of Adrian, Michigan
100 E. Church St.
Adrian, MI 49221

Names of witnesses, notary public, and persons executing this instrument must be printed, typewritten, or stamped immediately beneath signature of such person.

CR-3

CR09-048

August 17, 2009

RE: Reappointments to Stubnitz Environmental Education Center Partnership Advisory Board (SEECPAB)

RESOLUTION

WHEREAS, the terms of office of Rhea Mills, Jack Georgal, Robert Gentry and Greg DuMars on the Stubnitz Environmental Education Center Partnership Advisory Board (SEECPAB) have expired; and

WHEREAS, this has created vacancies which must be filled in accordance with the Adrian City Charter; and

WHEREAS, the Adrian City Commission has given careful consideration to the reappointment of these individuals.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve the reappointments to SEECPAB as follows:

	<u>TERM EXPIRATION</u>
Rhea Mills	2010
Jack Georgal	2011
Robert Gentry	2012
Greg DuMars	2012

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

REGULAR

AGENDA

R-1

DATE: August 12, 2009

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Lenawee County Fire Chiefs' Association Mutual Aid Agreement

The current Mutual Aid Agreement of the Lenawee County Fire Chiefs' Association has not been updated since 1994. The Association has completed an amended Agreement, which also establishes a Mutual Aid Box Alarm System (MABAS). This system would allow fire departments to designate, in advance, what apparatus and equipment they will need from member departments in the event of an emergency.

The Fire Chief has submitted a copy of the Interlocal Agreement for consideration by the City Commission. I believe the agreement is a benefit to all agencies involved, as well as the citizens of Lenawee County. I, therefore, urge your favorable consideration to approve said agreement.



Dane C. Nelson
City Administrator

DCN:bjw

R-1



Adrian Fire Department

Memorandum

To: Mayor Gary McDowell, Adrian City Commission

From: Chief Paul G. Trinka

CC: City Administrator Dane Nelson, City Attorney Sarah Osborn, City Clerk Pat Baker

Date: August 5, 2009

Re: Lenawee County Fire Department Mutual Aid Agreement

I would request that the commission approve our participation in the Lenawee County Fire Chief's Association and the Mutual Aid Box Alarm System:

- There has been a mutual aid agreement maintained by the Lenawee County Fire Chiefs Association for many years.
- The most recent update was published in 1994. A subcommittee from the Chiefs Association met to update and revise the agreement.
- The fire service in Lenawee County has special groups for education, technical rescue, communications and EMS that could utilize grant funds. Since the County Chiefs Association is not a unit of government, they cannot apply for or receive grant funds.
- The new agreement includes provisions for establishing a Mutual Aid Box Alarm System for Lenawee County. A Mutual Aid Box Alarm System (MABAS) allows fire departments to designate in advance apparatus and equipment to be called from member departments in the event of an emergency. Data is given to Central Dispatch and equipment is sent at the request of a second, third or fourth "Box".
- The MABAS system has been designated as the statewide fire mutual aid system in Michigan.
- The agreement addresses the following goals:
 - Enhance the safety of the community
 - Minimize the cost and increase the efficiency and effectiveness of government
 - Emphasize regionalism
 - Provides another tool in the toolbox for disasters

INTERLOCAL AGREEMENT

Effective: _____, 2009

BETWEEN-

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS
INTERLOCAL AGREEMENT**

CREATING THE

**LENAWEE COUNTY FIRE CHIEF'S ASSOCIATION
AND MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

A Michigan Public Body Corporate

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Cities, Villages and Townships as listed, referred to in this Agreement individually as a "Party" and collectively as "Parties".

RECITALS:

WHEREAS, each Party has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, hazardous incident response, and other emergency response services ("Fire Services");

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents");

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, the Parties desire to enter into an inter-local agreement, pursuant to the Act, to further improve Fire Services;

WHEREAS, as a result of entering into an inter-local agreement to further improve Fire Services, the Parties are creating the Lenawee County Fire Chief's Association, as a separate legal entity and as a non-profit public body corporate (the "Association"), pursuant to the Act;

WHEREAS, each Party has the authority to execute this Agreement pursuant to resolution of its governing body; and

WHEREAS, each Party desires to commit personnel and equipment to another Party upon the request of another Party;

WHEREAS, the Michigan Constitution and the people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth in this Agreement, it is hereby agreed as follows:

**ARTICLE I
DEFINITIONS AND EXHIBITS**

Section 1.01. Definitions. The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- a) “Agreement” means this Agreement creating the Lenawee County Fire Chief’s Association and Mutual Aid Box Alarm System Agreement;
- b) “Mutual Aid Box Alarm System” (“MABAS”) means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MABAS Members;
- c) “Association Board” means the Board of the Association created by this Agreement.
- d) “Bylaws” means such rules and procedures for the operation of the Association as established by the Association Board and as may from time to time be amended.
- e) “Days” means calendar days.
- f) “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located, which filing shall occur after the first meeting of the Association as described in Section 7.03 of this agreement.
- g) “Fire Apparatus” means vehicles and equipment of a Party used in performing Fire Services.
- h) “Fire Chief” means the chief of a Fire Department or a director of public safety.
- i) “Fire Department” means the operating department of a Party providing Fire Services.
- j) “Fire Fighters” means personnel qualified and trained in providing Fire Services.
- k) “Fire Services” means providing fire protection, fire suppression, emergency medical services, hazardous incident response, technical rescue and such other services as may be set forth in the Bylaws.
- l) “Fiscal Year” means January 1 to December 31.

- m) “Hazardous Materials (HAZMAT) Team” means a team which includes Fire Fighters qualified and trained in hazardous materials incidents.
- n) “Technical Rescue Team” means a team that includes Fire Fighters who have been trained to respond to rope, trench, confined space, building collapse and other technical rescue emergencies.
- o) “Incident” means a public emergency, conflagration, serious threat to public safety or disaster.
- p) “Party” means a political subdivision. For purposes of Article V, the term “Party” means a political subdivision including, but not limited to, elected and appointed officials, board members, fire department and public safety personnel, volunteers, employees, agents, sub-contractors and other related staff, which has entered into this Agreement.
- q) “State” means the State of Michigan.
- r) Section 1.02. Agreement Exhibits. The Exhibits listed below and their properly promulgated amendments are attached hereto and incorporated into this Agreement.
- s) Exhibit A - The Lenawee County Fire Chief’s Association Bylaws.

**ARTICLE II
ESTABLISHMENT OF THE ASSOCIATION**

Section 2.01. Establishment and Legal Status of the Association. The Parties intend and agree that Lenawee County Fire Chief’s Association is established as a separate legal entity and public body corporate pursuant to the Act and this Agreement.

Section 2.02. Name of Association. The name of the Association is “Lenawee County Fire Chief’s Association.”

Section 2.03. Federal Tax Status. The Parties intend that the Association shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code.

Section 2.04. State and Local Tax Status. The parties intend that the Association shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.

Section 2.05. Title to Association Property. All property is owned by the Association as a separate legal entity. The Association may hold any of its property in its own name or in the name of one (1) or more of the Parties, as determined by the Parties.

Section 2.06. Principal Office. The principal office of the Association (“Principal

Office”) shall be at such locations determined by the Association Board.

ARTICLE III PURPOSE

Section 3.01. General Purpose. The general purpose of the Association is for the joint exercise of the shared and essential governmental power, privilege or authority of the Parties set forth in this Agreement in order to provide for the mutual protection of persons and property without regard to boundary lines between the Parties during times of public emergencies, including multiple casualty incidents, conflagrations or disasters. Additional detail regarding the foregoing purposes may be provided in the Bylaws.

Section 3.02. Primary and Secondary Activities. In exercising this shared power, the primary activities of the Association shall be the cooperative efforts of the Parties in lending personnel and equipment for Fire Services. Secondary activities may include, but are not limited to, cooperative efforts of the Parties in planning, developing standard operating procedures for the Association, preparedness, exercising and training for major emergency incidents during which these shared powers may be utilized. Additional detail regarding the foregoing activities may be provided in the Bylaws.

ARTICLE IV SHARED POWERS

Section 4.01. Shared Powers of the Association. In carrying out the purpose as set forth in Article III of this Agreement, the Association, either independently or with any individual or legal entity, possesses all powers, set forth in the Urban Cooperation Act (MCL 124.501).

ARTICLE V RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

Section 5.01. No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker’s compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

Section 5.02. Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to any other Party shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this

Agreement. Personnel dispatched to aid a Party are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Section 5.03. Liability. Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

Section 5.04. Insurance. Insurance covering the activities of the Association will be obtained, if possible and feasible. However, it is recognized that such insurance may be financially untenable or non-existent. Therefore, each Party shall be responsible for insuring its activities as they relate to the Association. The Association may choose to require each Party to provide Certificates of Insurance or Self-Insurance demonstrating the Party's proper coverage and limits. In the event any Party has a lapse in proper insurance coverage, as determined by the Board, the Party may be suspended from participation in the Association.

ARTICLE VI DURATION, WITHDRAWAL, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 6.01. Duration. The existence of the Association commences on the Effective Date and continues until terminated in accordance with Section 6.03.

Section 6.02. Withdrawal by a Party. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the Association remains composed of at least two (2) Parties. Parties withdrawing from the Association and subsequently requesting a mutual aid resource from an Association member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Association Board.

Section 6.03. Termination. This Agreement shall continue until terminated by the first to occur of the following:

- a) The Association consists of less than two (2) Parties; or
- b) A unanimous vote of termination by the total membership of the Association Board.

Section 6.04. Disposition upon Termination. As soon as possible after termination of this Agreement, the Association shall wind up its affairs as follows:

- a) All of the Association's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Association and distribution of its assets shall be paid first.
- b) Any remaining assets shall be distributed equally to the remaining Parties.

**ARTICLE VII
ASSOCIATION BOARD**

Section 7.01. Association Board Composition. The governing body of each Party shall appoint one (1) individual from its Fire Department to serve as a member of the Association Board, who shall serve at the pleasure of the governing body of the appointing Party. In the absence of a specific appointment by a Party's governing body, its Fire Chief is hereby declared to be its appointed representative on the Association Board.

Section 7.02. Association Board Authority. The Association Board shall have the powers of the Association, including adopting and amending needed rules, procedures, bylaws and any other matters deemed necessary by the Parties. The Association Board shall elect a President, Vice-President, Secretary, and Treasurer and such other officers as it deems necessary from the membership. The Association Board shall elect a member and an alternate to serve as the voting representative on the Michigan MABAS Executive Board. The Association Board Officers shall serve without compensation. The Association Board may establish committees as it deems necessary.

Section 7.03. Association Bylaws. At its first meeting, to occur 6 months after the Association is first established by the adoption of this agreement by 2 or more members, the Board shall adopt the Association Bylaws attached hereto, without modification, and shall review them thereafter on a regular basis. After initial adoption, the Board may approve amendments of such Bylaws upon a 2/3 vote of the total Board membership, and any such amendment shall not be effective for a period of at least sixty (60) days following approval of the amendment.

**ARTICLE VIII
FIRE SERVICES**

Section 8.01. Requests for Fire Services. The Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief, shall have the right to initiate requests for Fire Services at such times as deemed to be in the best interests of the Party to do so. Response of mutual aid resources shall be in accordance with the Mutual Aid Box Alarm System in place at the time of the request. Nothing within this agreement shall prohibit a Party from activating existing mutual aid agreements.

Section 8.02. Response to Request for Fire Services. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty or other officer as designated by the Fire Chief shall have the right to commit the requested Fire Fighters,

other personnel, and Fire Apparatus to the requesting Party. A Party shall provide Fire Services to any other Party upon request provided that the assisting Party shall have the right to maintain the operational capability of their own jurisdiction. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the requesting Party, and shall submit an explanation for the refusal to the Association Board in writing to the requesting Party within ten (10) days of the refusal. A Party responding to a request for Fire Services shall not be required to maintain Fire Fighters or Fire Apparatus within the boundaries of the requesting Party for a period longer than is necessary or until such time the Responding Party needs its resources to maintain the operational capacity of its own jurisdiction. Additional response guidelines may be established by the Association Board or by the Bylaws.

Section 8.03. Dispute Resolution and Recourse Regarding Mutual Aid Requests. In the interest of fostering a fair and sustainable mutual aid arrangement between the Parties, the following methods of dispute resolution shall be available to the Parties:

- a) If a Party believes their resources have been requested by another Party on multiple occasions in abuse of the intent of this Agreement, or if a Party believes the refusal to respond to a request was unreasonable, it may file a complaint with the Association Board for resolution under subsection (b), below.
- b) Without waiving the rights, powers, privileges and authority of individual jurisdictions to address issues at the direction and discretion of their governing body, upon receipt of a complaint under (a), above, the Association Board, shall appoint a panel of three Association Board members that will investigate the complaint and make recommendations for resolution, and the Association Board shall thereafter determine the resolution of the complaint. For purposes of considering such complaints, the Association representatives of the complaining Party and the Party that is the subject of the complaint, shall not participate in and shall abstain from any vote concerning the complaint, but shall be given an opportunity to submit statements and materials to the Association Board for its consideration. The determination of the Association Board shall not be at the same meeting at which the panel's recommendation concerning the complaint is first discussed. An unreasonable refusal of service may constitute grounds for removal from the Association, as determined by the Association Board. An abuse of the intent of this Agreement may constitute grounds for cost recovery or removal from the Association, as determined by the Association Board.

Section 8.04. Mutual Aid Box Alarm System. All Parties shall utilize the Mutual Aid Box Alarm System as specified by the Association.

Section 8.05. Incident Management System. Command, control and coordination at an Incident shall be conducted in accordance with the National Incident Management System (NIMS). The Fire Chief, the ranking officer on duty or other officer of the requesting Party shall be the officer in charge of the Incident. All Fire Fighters, other personnel and Fire Apparatus of the responding Party shall be under the command and control of the highest commanding officer of the responding Party. All directives and orders by the officer in charge of operations at the Incident

regarding Fire Fighters, other personnel and Fire Apparatus shall be directed to the highest ranking officer of the responding Party.

Section 8.06. Obligations to Non-Parties. This Agreement shall not release any Party from any agreements such Party may have with any individual or legal entity relating to Fire Services who is not a Party to this Agreement. This Agreement shall not preclude, supersede or negate the activation or the fulfillment of the terms of any local, regional or state mutual aid or reciprocal aid compacts or agreements.

ARTICLE IX ADMISSION AND REMOVAL OF PARTIES

Section 9.01. Admission. A political subdivision may become a Party upon approval of two-thirds of the total Association Board.

Section 9.02. Removal. A Party may be removed from the Association upon a vote of two-thirds of the Association Board.

Section 9.03. Active Members. The Board shall maintain a current list of parties after the effective date, to include any new party as approved by the Board.

ARTICLE X FINANCES

Section 10.01 Dues, Fees and Assessments. The Association Board shall determine any dues, fees and assessments to each Party, the amount of which and payment procedure shall be set forth in the Bylaws. Approval of an assessment shall require an affirmative vote of two-thirds of the total membership as of the date of the vote, and such an approval shall not be effective until sixty (60) days after the date of Board approval, unless a longer period of time is designated in the motion.

ARTICLE XI MISCELLANEOUS

Section 11.01. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

Section 11.02. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Section 11.03. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

Section 11.04. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

Section 11.05. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 11.06. Recitals. The Recitals shall be considered an integral part of this Agreement.

Section 11.07. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties, except an amendment to remove a Party shall not require agreement or approval of the governing body of the Party being removed. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office and official required by law.

Section 11.08. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 11.09. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

Section 11.10. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

Section 11.11. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

Section 11.12. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of

any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

Section 11.13. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth.

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Exhibit A

**LENAWEE COUNTY FIRE CHIEF'S ASSOCIATION
AND MABAS DIVISION BYLAWS**

**ARTICLE I
NAME, PURPOSE AND DEFINITIONS**

Section 1. Name - This organization shall be known as Lenawee County Fire Chief's Association, hereinafter referred to as the "Association."

Section 2. Purpose and Activities - The purpose and activities of this Association are stated in the Agreement and further detailed below:

- a) To render reciprocal aid between the member communities or agencies in fire protection, emergency medical service, hazardous incident response, technical rescue and other emergency services.
- b) To provide professional leadership and training in the fire service.
- c) To promote fire prevention, education, and safety in the fire service.
- d) To establish and implement cooperative programs and activities in the field of fire protection, fire prevention and emergency medical service that will enhance public safety.
- e) To provide a forum for the free exchange of ideas by Fire Department personnel.
- f) To work within an interoperable radio communication network in cooperation with the Lenawee County Sheriff's Department.
- g) In cooperation with the Lenawee County Homeland Security and Local Emergency Planning Committee, establish and maintain a county wide Emergency Action Guidelines.

Section 3. Definitions – To the extent any of the words and expressions defined in the Inter-local Agreement are set forth in these Bylaws, they shall have the meanings ascribed to them in the Inter-local Agreement.

**ARTICLE II
MEMBERSHIP**

Section 1. Request for membership – Requests for membership in the Association subsequent to the establishment of the Association shall be made by the Chief Executive or Administrative Officer or the Fire Chief of the prospective political subdivision. Such request shall be made in writing to the Secretary of the Association stating the political subdivision's ability to meet all requirements as set forth in the Lenawee County Fire Chief's Association Agreement and the

Bylaws. Political subdivisions wishing to join the Association and benefit from its services shall be required to pay a fee, determined by the Association Board at the time of the request. Any political subdivision within or in close proximity to LENAWEE County that has a Fire Department and provides Fire Services shall be eligible for membership in the Association.

Section 2. Receipt of request for membership - The Secretary shall send a copy of the request for membership to the Fire Chief of each Party. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.

Section 3. Approval – Approval of membership shall be granted by affirmative vote of 2/3 or more of the total membership at the time of such vote.

Section 4. Removal – Removal from membership shall be by affirmative vote of 2/3 or more of the total membership at the time of such vote.

Section 5. Representation - Each member shall be represented on the Board by the Fire Department Chief Officer or other representative of the Fire Department approved by the governing body of the member.

Section 6. Voting - Each member present at a meeting, through its designated representative, shall have one (1) vote on all issues brought before the Board. This vote shall be cast only by the Fire Department Chief Officer or other designated representative at scheduled meetings. Presence in person at the meeting shall be required for voting. Unless otherwise specified in the Inter-local Agreement or these Bylaws, a majority vote of those present at a duly constituted meeting of the Board shall be necessary for the transaction of business.

Section 7. Compensation. No member of the Board, including its elected officers, shall receive compensation from the Association for the performance of their duties, but each member may be reimbursed by the Association for his or her reasonable expenses in carrying out those duties.

Section 8. Associate Members. Consist of County and State Agencies and are non-voting members.

- a) Lenawee County Sheriff's Department
- b) Michigan State Police
- c) Department of Natural Resources
- d) Lenawee County Emergency Management Coordinator
- e) Private EMS Providers operating in Lenawee County
- f) CIS
- g) Lenawee County Central Dispatch

ARTICLE III OFFICERS

Section 1. Officers – The officers of this Association shall consist of: President, Vice- President, Secretary/Treasurer.

Section 2. Term of office – The terms of office of all officers of the Association shall be from January 1 to December 31 of each year.

Section 3. Election of officers – The election of officers shall be conducted every odd year at the annual meeting and shall be the last meeting of the year. Nominations shall be from the floor prior to the election at the annual meeting. Election shall be by secret ballot if more than one chief seeks any office. If an officer vacates his or her position mid-term for any reason, nominations shall be made and voted upon at the next scheduled meeting or a special meeting called by the President or, in the President's absence, the Vice-President of the Association.

Section 4. Duties of officers

a) The President shall be the Chief Officer of the Association. The President shall preside at all meetings of the Association. The President shall call meetings as necessary or as requested by a simple majority of the membership. The President shall appoint an authorized representative for receipt of funds from the Fire Fighter's Training Council of Michigan.

b) The Vice- President shall assume the duties of the President in his absence or unavailability for any cause and shall be the Public Information Officer of the organization.

c) The Secretary/Treasurer shall assume the duties of President in the absence of the President and Vice-President at any duly constituted meeting. The Secretary/Treasurer shall keep the records and minutes of the Association and shall maintain the roster of members, the Mutual Aid Agreement, Bylaws, and all other documents. It shall be the Secretary/Treasurer's duty to receive and acknowledge all communications of the Association, and perform such duties as assigned by the President. The Secretary/Treasurer shall provide each member of the Association a copy of the minutes of each past meeting at least ten days prior to the next regular scheduled meeting. The Secretary/Treasurer shall be custodian and sole depositor of the funds of the Association and shall disburse such funds by check as herein authorized or upon approval of the Board. The Secretary/Treasurer shall render a complete summary of all income, disbursements and balances whenever requested by the Board, and to the membership at each regular meeting. A written copy shall be made available to any member upon request. The Secretary/Treasurer shall invoice and collect all dues, assessments and fees from the membership.

**ARTICLE IV
MEETINGS**

Section 1. Regular meetings – The regular meetings of the Association shall be on the first Thursday in January, March, May, July, September and November, except the months specifically omitted by a majority vote of the members present at a regular scheduled meeting.

Section 2. Special meetings –Special meetings of the Association may be called by the President of this Association, or by a majority of the members who petition the President. The place and time shall be determined by the President. Proper notice of at least five days shall be given to all members.

Section 3. Rules of Order – All meetings shall be conducted in compliance with Robert's Rules of Order.

Section 4. Motions requiring special procedures. All motions for termination and assessment and dues changes must be made at meetings at least one month prior to the meeting where the vote on the motion is taken.

Section 5. Quorum - A quorum shall be required for the conduct of any business at regular and special meetings. A quorum shall be a majority of the total membership of the Association at the time of the meeting. A quorum for removal proceedings or for a waiver of annual dues shall be two-thirds of the total membership of the Association at the time of the meeting.

Section 6. Attendance - Any member whose board representative fails to attend three regular meetings of the Association within one calendar year shall be notified of such absences in writing by the Secretary. Such notification shall be sent to the Fire Chief of such member community. Failure to attend regular meetings will result in the loss of participation point values and additional assessments may be charged.

Section 7. Fiduciary Duties – The members are under a fiduciary duty to conduct the activities and affairs of the Association in the best interests of the Association. The members of the Association shall discharge this duty in good faith. In the event that any members of the Association Board are faced with a conflict between their fiduciary duty to the Association and the duty owed to their respective political subdivision, those members should refrain from voting on the issue presenting the conflict of interest.

**ARTICLE V
DUES, ASSESSMENTS, AND FEES**

Section 1. Dues – The annual dues for the Association shall be \$550.00 per member (political subdivision) or as determined by the Association members at the annual meeting.

- a) Chief's Association \$250.00
- b) Training Fund \$100.00

c) Air Truck Maintenance \$200.00

Section 2. Assessments – Assessments may be levied in the following manner:

- a) An assessment proposal may be submitted, in writing, by any member to the Secretary.
- b) This proposal shall be placed on the agenda at the next regular scheduled meeting. The proposal shall be read and placed on the floor for discussion, but no vote shall be taken.
- c) The proposal shall be entered in the minutes and published.
- d) The proposal shall be brought to the floor for further discussion and voted upon at the next regular scheduled meeting.
- e) Assessment motions must indicate a commencement date at least sixty (60) days after approval and indicate when the assessment expires.

Section 3. Deposits and Investments. The Association shall deposit and invest all funds of the Association not otherwise employed in carrying out the purposes of the Association, in accordance with an investment policy established by the Association Board and consistent with laws regarding investment of public funds.

Section 4. Fees – Fees or other charges shall be brought before the membership for approval in the same manner as assessments.

Section 5. Timeliness of Payments – Dues, fees, assessments and other charges are due in advance by each member.

Section 6. Failure to pay – The failure of any member to pay all dues, assessments, or fees within 90 days of the start of the fiscal year shall forfeit membership in the Association. Reinstatement is conditioned on approval of the membership and payment of all arrears.

Section 7. Prorating of Charges - When new members are accepted for membership, dues and assessments shall be prorated in accordance with their official fiscal year. All other fees, however, shall be paid in full.

Section 8. Expenditures – Expenditures exceeding \$1,000.00 shall be approved at a regularly scheduled meeting.

ARTICLE VI COMMITTEES

Section 1. Special committees –The Association Board may establish such committees as are necessary to conduct the business of the Association. Ad hoc committees may be established by majority vote of the Association Board for short term purposes as may be necessary to the

Association, however any committee whose active work continues for greater than one (1) year shall be considered a standing committee except by majority vote of the Association Board. Standing committees may be established by majority vote of the Association as may be necessary to the Association.

Section 2. Standing committees - Committee Composition and Membership. Standing committees established by the Executive Board shall be comprised of Chief Officers or their representatives. Additional technical expertise from members may be added to such committees as necessary to conduct the business of the committee upon majority vote of the committee.

- a) Air Truck; the Chief of the department housing the unit shall be designated a member and preside as chairman.
- b) Radio
- c) Training
- d) Fair
- e) Banquet
- f) Hazardous Materials/Technical Rescue
- g) Disaster
- h) Awards
- i) Group Purchasing
- j) Lenawee County Medical Control Board
- k) Recommend to the County Commission a member and an alternate for the Emergency Telephone District Board

R09-140

August 17, 2009

RE: FIRE DEPARTMENT – Interlocal Agreement – Participation in Lenawee County Fire Chiefs’ Association and the Mutual Aid Box Alarm System Agreement

WHEREAS, Michigan statutes allow a governing body to enter into a contract for the sharing of functions, services and responsibilities which another government subdivision has the power to perform separately; and

WHEREAS, the current Lenawee County Fire Chiefs’ Association Mutual Aid Agreement has not been updated since 1994; and

WHEREAS, the Fire Chief has recommended that the City Commission adopt the updated Mutual Aid Agreement, which includes a Mutual Aid Box Alarm System (MABAS) Agreement; and

WHEREAS, entering into the Interlocal Agreement with other County agencies will further improve services by allowing fire departments to designate, in advance, apparatus and equipment to be called from member departments in the event of an emergency; and

WHEREAS, it is agreed that the City of Adrian will maintain insurance coverage to cover City employees working under this Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission does hereby approve the Lenawee County Fire Chiefs’ Association and Mutual Aid Box Alarm System Agreement and authorizes the Mayor to execute said document on behalf of the City of Adrian.

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

R-2

DATE: August 12, 2009

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Wastewater Plant Energy & Process Optimization Audit

Due to the ever increasing costs associated with the day-to-day operation of the Wastewater Treatment Plant (\$414,00 in electrical expenses last fiscal year), the Utilities Director has recommended that an energy and process optimization audit be performed. A proposal has been received from Tetra Tech of Ann Arbor, MI for such an audit at a cost of \$26,500.00. On average, most clients experience an annual savings equal to 3-4 times the cost of the audit.

The project manager from Tetra Tech, who will oversee the audit, is the industry leader in Enhanced Biological Phosphorus Removal (EBPR). This process will provide cost savings to the city by eliminating or reducing the amount of chemicals used and reducing the associated sludge disposal.

I urge your favorable consideration to retain Tetra Tech of Ann Arbor, MI for an energy and process optimization audit at a cost of \$26,500 and that the bid process be waived.



Dane C. Nelson
City Administrator

DCN:bjw

MEMORANDUM – UTILITIES DEPARTMENT

DATE: August 11, 2009

TO: Dane C. Nelson, City Administrator

FROM: Shane A. Horn, Utilities Director 

SUBJECT: Wastewater Plant Energy and Process Optimization Audit

I have solicited a proposal from Tetra Tech of Ann Arbor to complete an energy and process optimization audit at the wastewater treatment plant. During the previous fiscal year, we spent \$414,000 on electrical expenses at the wastewater plant. The aeration process and the pumping and sludge handling systems are the largest energy users at the plant.

This audit will accomplish the following objectives:

- Assess plant processes and equipment with respect to energy and chemical use.
- Identify equipment, process and operational modifications and replacements that will result in cost savings, while continuing to meet regulatory requirements.
- Evaluate energy generation potential from biogas generated from anaerobic digesters.
- Identify specific federal, state, and utility incentives available.
- Provide assistance in implementation of selected optimization projects.

Mr. Joh Kang of Tetra Tech will be the project manager for this project. Mr. Kang is the industry leader in regards to Enhanced Biological Phosphorous Removal (EBPR). He has been involved in several successful applications of EBPR in Michigan. The benefits of this technology in our application will provide cost savings from elimination or reduced use of chemicals and associated reduction in sludge disposal. We currently have \$75,000 budgeted for chemicals at the wastewater plant.

I respectfully recommend that we proceed with the proposal from Tetra Tech of Ann Arbor for \$26,500.00 to perform an energy and process optimization audit. It has been the experience of Tetra Tech that their clients have experienced an average of 3-4 times the cost of the proposal in annual savings as a result of implementing items from the audit. Funds for this expense are available in sewer fund reserves.

cc: Jeff Pardee, Finance Director
Ken Wesley, WWTP Superintendent



July 28, 2009

Mr. Shane A. Horn
Director of Utilities
City of Adrian
100 East Church Street
Adrian, MI 49221

**Re: Energy and Process Optimization
City of Adrian Wastewater Treatment Facilities**

Dear Mr. Horn:

Thank you for the opportunity to provide this proposal for Energy and Process Optimization services for the City of Adrian Wastewater Treatment facilities. In these times of shrinking revenue, many communities are searching for opportunities to reduce operating costs. One of the largest costs a utility faces is for energy and chemical consumption. Reducing energy and chemical consumption can assist a water utility in stretching its resources farther.

The following document details our proposed Scope of Work to conduct comprehensive assessments of these two facilities and provide a report of our findings that summarize cost savings opportunities along with associated capital costs for planning and implementation, identification of available federal, state, and local incentives, and projected reductions in annual operating costs.

Tetra Tech is proud to have served the City of Adrian over the last 80 years as a trusted engineering consultant, including:

- Design of the City's original wastewater treatment plan and numerous expansions and improvements
- Reconstruction of numerous bridges
- Completion of the Maumee Street pump station which for the last thirteen years has successfully eliminated basement backups in a portion of the city's sewer system
- Completion of the Illicit Discharge Elimination Program which located eight buildings with improper sanitary sewer connections
- Evaluation and planning for projects to control storm water flooding
- Technical assistance in regulatory compliance and permitting

Tetra Tech's familiarity with the Adrian system, and experience in completing energy evaluations for other Michigan utilities offers the city several unique advantages. Some highlights of our unique approach and preliminary thoughts are summarized below.

Enhanced Biological Phosphorus Removal (EBPR)

We are the technology leaders in the field of biological phosphorus removal. We authored the new state of the art manual for the U.S. EPA on municipal nutrient removal technologies in September, 2008. This manual is posted in the U.S. EPA web site and can be down-loaded free of charge. Volume 1 is the manual and presents available technologies and associated costs. Volume 2 consists of nine different case studies conducted at various facilities throughout the U.S. and Canada. Hyperlinks to these EPA documents have been provided below:

Volume 1 <http://www.epa.gov/owm/mtb/mnrt-volume1.pdf>

Volume 2: <http://www.epa.gov/owm/mtb/mnrt-volume2.pdf>

Successful application of EBPR in Michigan includes the City of Grand Rapids, and the Genesee County, MI which resulted in the best performing phosphorus removal process in the U.S. We are currently engaged to retrofit the wastewater treatment plant in the City of Kalamazoo, MI for EBPR. The benefits of this technology for Adrian will provide cost savings from elimination or reduced use of chemicals and associated reduction in sludge disposal.

Electrical Energy Optimization

We are leaders in process optimization and related energy savings in the field. We have intimate knowledge of the facilities in Adrian and offer state of the art technology in electrical equipment, sensors, and computer controls. We have developed innovative systems for the city of Lansing and Ypsilanti Community Utilities Authority (YCUA) that have produced significant cost savings. The knowledge we gathered by completing this successful projects will translate into realistic cost savings for the City of Adrian.

Energy Generation from Biogas

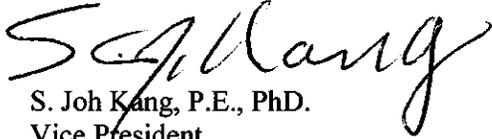
We are active in exploring maximum energy from biogas from all sources including methane gas from municipal sludge digesters and landfill gases. The digester system in Adrian that we designed and improved is one of the best in performance in Michigan. This biogas has the potential for cost effective power generation. Examples include internal combustion engines for aeration blowers or micro-turbines for electricity generation. Efficient use of this biogas could reduce the natural gas purchased for facility and process heat or could reduce the total demand and/or peak demand of electricity purchased. We plan to determine the best use of this resource while meeting all regulatory requirements.

Financing and Incentive Programs

We are familiar with incentive programs offered by various government and non-government sources. We understand the current programs offered by Consumers Energy, U.S. Department of Energy, and other available from financing sources. Tetra Tech will identify specific financing options available for our recommended alternatives based on the direction provided from the city.

Again, we appreciate this opportunity to assist the City of Adrian in identifying and implementing cost savings measures in the operation of these facilities. Please let us know if you have questions or comments or if we can provide any additional information or details for your consideration of this proposal.

Sincerely,



S. Joh Kang, P.E., PhD.
Vice President



Brian M. Rubel, P.E.
Vice President



Andrew R. Webster, LEED AP
Project Manager

CITY OF ADRIAN ENERGY & PROCESS OPTIMIZATION ASSESSMENT

1.0 INTRODUCTION & OBJECTIVE

Tetra Tech understands the many benefits of improving overall efficiency associated with the operation of the wastewater treatment facilities. The City of Adrian presently spends over \$600,000 per year in energy at the two treatment plants. Increased operational efficiency can drive valuable cost reductions in areas of resource consumption, utility costs, and chemical usage through a detailed analysis of operational practices, process equipment, and base facility infrastructure.

The recent availability of federal, state, and utility incentives specific to energy efficiency improvements has created the appropriate environment for organizations to act. Tetra Tech is the right choice for the City of Adrian to provide an energy and process optimization assessment that identifies available efficiency opportunities based on current processes and equipment that will reduce annual costs. Our combination of familiarity with your plant and energy saving approaches, as well as our national expertise in biological nutrient removal, is unmatched by other firms. Our approach will identify incentive funds to achieve the objective of increased operational efficiency.

The Tetra Tech team of resource efficiency and process experts will assess the City of Adrian wastewater treatment facilities to identify savings opportunities and potential projects that will result in operating cost savings and process-related efficiencies.

Our specific objectives for the City of Adrian wastewater treatment plant assessment will:

1. Assess plant processes and equipment with respect to energy and chemical use.
2. Identify equipment, process and operational modifications and replacements that will result in cost savings, while meeting all regulatory requirements.
3. Evaluate energy generation potential from biogas generated from anaerobic digesters.
4. Identify specific federal, state, and utility incentives available.
5. Provide assistance in implementation of selected optimization projects.

2.0 GENERAL PROJECT APPROACH

Tetra Tech proposes the following tasks to effectively execute this project in a systematic manner that will incorporate the City of Adrian stakeholders throughout the process from project kickoff to delivery of the Final Report.

Task 1 – Kick-off Meeting

Tetra Tech will lead a project kickoff meeting with the City of Adrian project stakeholders to review and approve the project scope, schedule, assessment methods, and deliverables. We will establish success criteria with guidance from the stakeholders, finalize the project work plan, and request preliminary data to aid the efficient execution of the optimization assessments.

Task 2 – Energy and Process Optimization Assessment and development of alternatives

Tetra Tech will provide a project team of environmental, mechanical, electrical, and treatment process engineers and scientists to perform detailed assessments at the following City of Adrian facilities:

- Wastewater Treatment Plant
735 Bent Oak Avenue, Adrian, MI
- Broad Street Pump Station

The assessment will be conducted on facility and process systems that consume utilities such as electricity, natural gas, compressed air, and water. The Tetra Tech project team will review operations, equipment conditions, and collect and verifying equipment data. We will conduct interviews with plant personnel to verify equipment conditions. These conditions may include information such as operational use, percent loading, temperatures, and frequency of operation. Equipment working conditions will be assessed from both a visual inspection and operational efficiency perspective.

We will also conduct a thorough analysis of incentives, grants, loans, and tax-exempt financing that are currently available to the City of Adrian. Assessment findings and the summary of financing options will be presented as described in Tasks 3, 4, and 5 below.

The goals of the Energy and Process Optimization Assessment are:

- To minimize costs of chemical and electrical energy usage and,
- Leverage the current availability of incentives, grants, and loans
- To maximize the generation of power to replace those purchased from Consumers Energy for electricity and/or natural gas.

The specific methodology to be employed for the energy and process optimization assessment is detailed in Attachment A of this proposal.

Task 3 – Workshop with City of Adrian Stakeholders

Tetra Tech will lead a workshop with respective City of Adrian project stakeholders to review the optimization assessment preliminary findings, available options and related costs and return on investment. This workshop will provide an opportunity for the project team to discuss appropriate alternatives and technology, constraints and limitations, identify data gaps in preliminary findings, request additional information not available during the on-site assessment, discuss financing and incentive options, as well as prioritization of the findings based on potential impact.

Task 4 – Draft Report

Tetra Tech will develop the Draft Energy and Process Optimization Report and deliver to the City of Adrian project stakeholders for review and comment. The draft report will itemize each proposed opportunity in the order of the priority established during the Preliminary Findings Workshop.

Details for each optimization item identified will include:

- A description of the current status
- Proposed optimization alternative
- Estimated optimization savings calculations
- Estimated optimization implementation cost calculations
- Available incentives and/or financing strategy and respective requirements
- Return of Investment (ROI) analysis

To minimize the cost of this effort, we propose delivering a simple report with our recommendations described in text and calculations.

Task 5 – Final Report

Based on City of Adrian feedback, Tetra Tech will make necessary modifications to the draft report and submit the modified report to the City in final form.

4.0 SCHEDULE

Based upon the project approach defined above and specific scope of services detailed in Attachment A, we have provided the following proposed project schedule, beginning on the date of project authorization.

Task	Timeframe
Task 1: Project kick-off meeting	Within 2 weeks of authorization
Task 2: Energy and process assessments	Weeks 3-5
Task 3: Preliminary findings workshop	Week 6
Task 4: Draft report development City review & comment	Weeks 7-8
Task 5: Final report	Weeks 9-10

6.0 COMPENSATION

Based on the project approach and specific scope of the services outlined above, Tetra Tech estimates the total cost for the proposed Energy and Process Optimization Assessment for the City of Adrian Water Treatment and Wastewater Treatment facilities to be:

Proposed Services	Cost (USD)
Energy & Process Optimization Assessment	\$26,500

The City of Adrian may initiate our services by returning a signed copy of this proposal or issued Purchase Order for the appropriate lump sum compensation indicated above. We will bill monthly based on the percent completed in the prior month. Terms for this proposal shall be based on the attached Standard Terms and Conditions, with payment terms of net 30 days.

AUTHORIZATION TO PROCEED

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

ATTACHMENT A

DETAILED SCOPE OF WORK **ENERGY & PROCESS OPTIMIZATION - ASSESSMENT & ALTERNATIVES** **DEVELOPMENT**

The following section provides an overview of the Tetra Tech Energy & Optimization Assessment methodology. Our assessment process has been established to ensure the most robust collection and analysis of available information including performance trends and costs over the past 12-24 months, operation and maintenance information captured verbally from facility personnel, and a determination of the current equipment and process conditions, parameters, and use durations.

Complex onsite metering and/or measurement of equipment and process energy demands, flows, and other capacities will not be conducted during this assessment audit. It is assumed that most equipment and process information is readily available and/or accessible. Where design and/or actual facility, equipment, or process information is not available, theoretical methods and calculations will be applied using industry standards. Where applied, such assumptions will be noted.

Utility Rate & Invoice Analyses

Tetra Tech will conduct a review of utility invoices, billing rate structures, and any contractual utility agreements in place. Specifically, we will examine potential cost saving opportunities that may exist based on the Consumers Energy billing rates for the City of Adrian and shedding/shifting of peak demand. We will also review utility data trends against available operations data, allowing us to generate a 'normalized demand' for each facility and focus attention on areas that can provide the greatest impact on consumption and cost. Additionally, Tetra Tech will review current conservation efforts, projects in place, planned, or recently completed related to those conservation efforts to avoid duplication of effort.

Facility Buildings and Associated Mechanical Equipment

The assessment of facility buildings and associated mechanical equipments focus on systems that generate and utilize utilities such as electricity, natural gas, compressed air, and water. This review will typically include analysis of equipment such as building energy management systems, facility heating systems, cooling systems, ventilation systems, facility lighting, and systems producing compressed air, process heat/cooling, and related controls. Equipment working condition will be assessed from both a visual inspection and operational efficiency perspective.

The facility building assessment will not only focus on infrastructure equipment, but will also include a broader review of general building areas including office space, enclosed operation work areas, break rooms, process areas, and managed exterior grounds. Assessment aspects of facility buildings will primarily focus on efficient utility consumption and the building envelope condition.

Enhanced Biological Phosphorus Removal (EBPR)

The objective identified here is to determine the feasibility of retrofitting the Adrian wastewater treatment plant for biological phosphorus removal. We propose to develop a retrofitting alternative for the East and West activated sludge systems based on the specific wastewater characteristics for

Adrian. We then will compare the biological phosphorus removal against the current practices using chemical removal (which was budgeted at \$68,000 this year).

Treatment Process Electrical and Controls Equipment

We estimate the city's annually expenses for electricity to be approximately \$400,000 for the wastewater plant. The major contributors are aeration systems, as well as pumping and sludge handling systems. We propose to develop savings opportunities for each major energy-consuming system in terms of equipment, and philosophy in controls and monitoring

An assessment of major electrical equipment will be completed under this project. This will include the primary electrical service, substation transformers, switchgear, and circuit breakers, all large motor controls, lighting panels, and basic plant electrical systems. In addition, new electrical requirements associated with known or planned improvements will be established to the extent practical. Each treatment system audit will also include a review of process control and instrumentation requirements.

Where appropriate, Tetra Tech will recommend replacement of primary sensors, local signal transmitters, logical controllers and status indicators.

Treatment Processes and Associated Mechanical Equipment

Each piece of major energy-related equipment and/or process component will be assessed in terms of power consumption, process performance, O&M requirements, overall reliability, and capacity to meet present and future needs.

The "aeration process" at the WWTP is by far the largest single energy use at that facility (typically 60% or more of the total load). This system already incorporates very efficient air delivery and diffusion equipment. We will look specifically at the day to day operation of the aeration system to determine if additional energy cost savings can be gained.

Evaluation of equipment lists and process conditions

- Review of current technologies in use and key sizing/design criteria
- Review of equipment that may be near or at end of useful service life
- Review of equipment or processes that have been identified as having existing deficiencies
- Review of pertinent records and other historical operations information
- Review of relevant studies and designs
- Review of recent upgrades or improvements that have been implemented in last 5-10 years

Biogas for Energy Generation

A high-value potential project for energy optimization will be the generation of energy from the Wastewater Treatment Plant sludge digesters. Tetra Tech will collect necessary data to make estimates on the potential quantity and quality of generated biogas. Based upon these findings, we will investigate feasible alternatives for on-site biogas energy generation.

Alternative energy systems to be considered:

- Expansion/modification of existing biogas process heat system to utilize biogas during all seasons
- Internal combustion engine
- Micro-turbine

For up to two feasible alternatives, the following will be determined:

- Identification of potential energy users (WWTP equipment or nearby industrial boilers)
- A short list of suitable equipment based on the characteristics of the available biogas resource
- Manufacturers will be contacted to verify biogas specifications, equipment availability, and preliminary costing.
- Calculation of expected energy output
- Regulatory impact including required permitting and licenses, if necessary
- Estimated project costs, available grants & incentives, and revenue of each alternative

RE: UTILITIES DEPARTMENT –Wastewater Plant Energy and Process Optimization Audit

RESOLUTION

WHEREAS, citing an annual electrical expense exceeding \$414,000, the Utilities Director has solicited a proposal from Tetra Tech, Ann Arbor, to perform an energy and process optimization audit at the Wastewater Treatment Plant; and

WHEREAS, Tetra Tech, the engineering firm that originally designed the City of Adrian’s Wastewater Treatment Plant, as well as numerous expansions and improvements, has responded to the solicitation with a proposal to perform the aforementioned audit at a cost of \$26,500; and

WHEREAS, the scope of the proposed operational audit will encompass the following objectives:

- Assess plant processes and equipment with respect to energy and chemical use;
- Identify equipment, process and operational modifications and replacements that will result in cost savings, while continuing to meet regulatory requirements;
- Evaluate energy generation potential from biogas generated from anaerobic digesters;
- Identify specific federal, state and utility financial incentives available;
- Provide assistance in initiation of selected optimization projects; and

WHEREAS, the Finance Director indicates that there are sufficient funds available for this purpose in the Sewer Fund – Municipal Equity Account (590-000.00-392.000); and

WHEREAS, the Utilities Director and City Administrator recommend approval of this resolution to perform an energy and process optimization audit at the Wastewater Treatment Plant and waiver of the competitive bid process due to the unique experience of the preferred vendor with the development and maintenance of the City’s Wastewater Plant.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of Tetra Tech, Ann Arbor, in the City’s Professional Services Contract to perform an energy and process optimization audit at the Wastewater Treatment Plant at a cost not to exceed \$26,500.00.

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 \$26,500 be appropriated from the Sewer Fund – Municipal Equity Account (590-000.00-392.000) for this purpose and that the FY2009-10 Budget be amended as follows:

Sewer Fund (590)

Revenue:	
(590-000.00-697.000) Prior Years’ Revenue	\$26,500
Expense:	
(590-541.00-812.000) WWTP- Consultant Fees	<u>26,500</u>
Total	<u>\$ -0-</u>

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

R-3

August 11, 2009

MEMORANDUM

TO: Dane Nelson, City Administrator
FROM: Kristin Bauer, City Engineer
SUBJECT: Verizon ROW Permit



I have received and read through the renewal of the Metro Act Telecommunications Right-of-Way (ROW) permit given to the City in July 2009. This permit is an on-going permit for use of the City's ROW for purposes of maintenance and installation of Telecommunication Facilities. This agreement is for a date of 5 years from date of issuance.

This ROW permit has been reviewed by the City Attorney and me and we recommend acceptance of this permit for the requested term of 5 years from the date of issuance. Please add this renewal to the agenda for the August 17th meeting of the City Commission.

Robert J. Hayes
Municipal Affairs
Manager

RECEIVED JUL 21 2009



Mail Code: HQE02E65
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038
Phone 972 718-6648
Fax 972 719-7948
hayes.robert@verizon.com

July 20, 2009

Subject: Renewal of Verizon Metro Act Telecommunications Right-of-Way Permit

City of Adrian
100 E. Church St
ADRIAN, MI 49221-2773

In accordance with Section 5 (3) of the Metropolitan Extension Telecommunications Right-of-Way Oversight Act, Public Act 48 of 2002, ("Metro Act"), Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems (collectively, "Verizon") hereby applies to renew the Metro Act Unilateral Form Right-of-Way Telecommunications Permit ("Permit") previously granted by your community.

For your review, attached are the Metro Act Permit Application Form, the Right-of-Way Permit, a revised Verizon contact list, and the required certificate of insurance. Per Section 7.1.1, the Right-of-Way Permit is for a term of five (5) years from the date of issuance. The Permit is the Michigan Public Service Commission ("PSC") approved Safe Harbor Unilateral Permit Form with one modification. Verizon has included the following sentence prior to the acknowledgement of receipt, "Verizon reserves the right to challenge any unreasonable or unlawful term". Per Section 5. (3) of the Metro Act, Verizon is exempt from the \$500.00 Permit application fee.

Upon your community's review and approval of the enclosed Unilateral Form Right-of-Way Telecommunications Permit, please perform the following:

- a) Please have a designated representative of your community sign the Unilateral Permit Form – Right-of-Way Telecommunications Permit.
- b) Ensure signature is made below your community's name. Please do not sign under the Verizon signature block.
- c) Please fax a copy of the permit to Bob Stewart at fax. # 517-485-7595 or mail a copy of the permit to him at the following address (please include the Mail Code noted below):

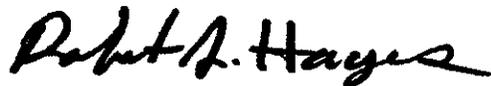
Verizon Communications
Attn: Robert (Bob) Stewart – Director Public Policy
124 W. Allegan, Suite 100 – Mailcode MIGFIRA
Lansing, MI 48933
517-484-3667

Your community should notify the Michigan Public Service Commission of permit approvals or denials. A letter should be sent indicating the details of the permit, such as the name of the telecommunications provider, the application date, and the date of approval or denial. The letter should include the municipal contact name and phone number, and should be sent to the attention of:

Ms. Robin Ancona, Director
Telecommunications Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Thank you for your prompt assistance regarding the renewal of Verizon's Telecommunications Right-of-Way Permit. If you have any questions, please call me at 972-718-6648.

Sincerely,

A handwritten signature in black ink that reads "Robert J. Hayes". The signature is written in a cursive, flowing style.

Robert J. Hayes
Municipal Affairs Manager

**METRO Act
Unilateral Form
Revised 12/06/02**

CITY OF ADRIAN

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this ___ day of _____, 20__ by THE CITY OF ADRIAN.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean TOWNSHIP, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems ("Verizon"), a telecommunications provider as defined in Section 102 of the Michigan telecommunications act, 1991 PA 179, and whose primary address is 860 Terrace Street, MC: MIGFRIA, Muskegon, MI 49440.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service

provided by any wireless, two-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is included in the official, business contact list filed with the Municipality.

3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is included in the official, business contact list filed

with the Municipality.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is included in the official, business contact list filed with the Municipality.
 - 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is included in the official, business contact list filed with the Municipality.
 - 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
 - 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality

will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then

Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such

alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.

- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors

and assigns.

- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of

underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-

insurance maintained by any of them” includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term (“Term”) of this Permit shall be until the earlier of:

- 7.1.1 Five years from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with

the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to

City of Adrian
100 E. Church St
ADRIAN, MI 49221-2773

12.1.2 If to Permittee, to

Verizon Communications
Attn: Robert (Bob) Stewart – Director Public Policy
124 W. Allegan, Suite 100 – Mailcode MIGFIRA
Lnsing, MI 48933

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an

“open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

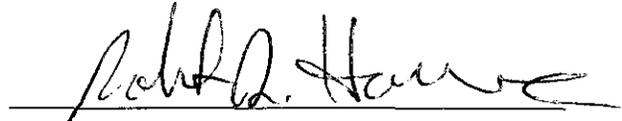
CITY OF ADRIAN

By: _____
Its: _____
Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Verizon reserves the right to challenge any unreasonable or unlawful terms.

Verizon North Inc. and Contel of the South, Inc.,
d/b/a Verizon North Systems

A handwritten signature in black ink, appearing to read "Robert J. Hayes", is written over a horizontal line.

Robert J. Hayes
Verizon Municipal Affairs Manager

Date: 7/20/2009

1.2 Applicant's legal name: **Verizon North Inc. and Contel of the South, Inc.,
d/b/a Verizon North Systems**
Location: **Muskegon, MI 49440**
Telephone Number: **1-888-483-2788 or 972-718-6648**
Fax Number: **972-719-7948**
Corporate website: **www.verizon.com**

**Mailing Address for all correspondence regarding Metro Act
Application and Permit:**

Name: Robert J. Hayes
Title: Municipal Affairs Manager - Verizon
Mailing Address: 600 Hidden Ridge HQE02E65
Telephone Number: 972-718-6648
Fax Number: 972-719-7948
E-mail Address: hayes.robert@verizon.com

Also, please see attached official list of key Verizon business contacts, including mailing addresses, e-mail addresses and telephone numbers.

1.3 Type of Entity: (Check one of the following)

- Corporation
 General Partnership
 Limited Partnership
 Limited Liability Company
 Individual
 Other, please describe: _____

1.4 Assumed name for doing business, if any: **Verizon**

1.5 Description of Entity:

- 1.5.1 Jurisdiction of incorporation/formation;
1.5.2 Date of incorporation/formation;
1.5.3 If a subsidiary, name of ultimate parent company;
1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Name: Verizon Communications Inc. (parent)
Incorporated: Delaware
Date of Incorporation: October 7, 1983
Parent Company: None
Chairman and Chief Executive Officer: Ivan G. Seidenberg
President and Chief Operating Officer: Dennis F. Strigl

Chief Financial Officer
Corporate Secretary
Treasurer

John F. Killian
Marianne Drost
Catherine T. Webster

Name:
Incorporated:
Date of Incorporation:
Parent Company:
Area President
Secretary
Treasurer

Verizon North Inc. (subsidiary)
Wisconsin
June 18, 1992
Verizon Communications Inc.
Trinidad Aguirre
Marianne Drost
Neil D. Olson

Name:
Incorporated:
Date of Incorporation:
Parent Company:
Area President
Secretary
Treasurer

Contel of the South, Inc. (subsidiary) d/b/a
Verizon North Systems
Georgia
February 11, 1956
Verizon Communications Inc.
Trinidad Aguirre
Marianne Drost
Neil D. Olson

Additional information is publicly available within the Applicant's most recent annual report filed with the Michigan Department of Consumer and Industry Services or online at <http://investor.verizon.com/financial/>

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Consumer and Industry Services and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

This information is publicly available within the Applicant's most recent annual report filed with the Michigan Department of Consumer and Industry Services or online at <http://investor.verizon.com/financial/>

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? **No.**

If yes, describe:

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes [No]

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes [No]

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

Verizon holds a license, copies attached, to provide basic local exchange service, therefore no financial information is required to be supplied with this application.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Verizon holds a license, copies attached, to provide basic local exchange service; therefore, no financial information is required to be supplied with this application.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Attached are copies of Verizon's licenses, formerly GTE North Incorporated and Contel of the South, Inc., d/b/a GTE Systems of Michigan, to render basic local exchange service issued by the Michigan Public Service Commission.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

VERIZON NORTH INC. and CONTEL OF THE SOUTH, INC., d/b/a VERIZON NORTH SYSTEMS - collectively VERIZON is licensed by the State of Michigan to provide basic local exchange telecommunications services. As such, Verizon has poles, wires, cables, and terminal equipment located within the public rights-of-way of your community.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

In compliance with Section 484.3106(7) of the Michigan METRO Act, Michigan Public Service Commission route map Opinion and Order¹, and the METRO Authority Route Map Minimum Requirements², Verizon previously filed with your community a CD which contained *confidential and proprietary* route maps, in electronic format, showing the location of Verizon facilities within your community. The maps may be viewed using a free software program ("Bentley View") available at www.bentley.com. Within ninety (90) days after substantial completion of any new construction within your community's rights-of-way, Verizon will provide legible route maps showing the location of new facilities installed in the public rights-of-way, the location of existing facilities to which the new facilities are attached, and the linear feet of additional facilities installed in the public rights-of-way.

2.4 Please provide an anticipated or actual construction schedule.

No construction is being requested with this permit.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems (collectively "Verizon").

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Verizon maintains its own facilities with its employees or by contractors under the supervision of Verizon employees. See attached official list for key employee contacts. Verizon is an incumbent telecommunications service provider.

¹ Michigan Public Service Commission Opinion and Order regarding the format for submission of METRO Act route maps, Cause No. U-13869, November 25, 2003.

² Michigan METRO Authority Route Map Minimum Requirement Instructions and Guidelines, June 12, 2008.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

See attached official list for key employee business contacts within Verizon, which includes office locations.

3.2 Location of all records and engineering drawings, if not at local office;

See attached official list for key employee business contacts within Verizon, which includes office locations.

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

See attached official list for key employee business contacts within Verizon.

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

See attached ACORD Certificate of Insurance which meets, and/or exceeds liability requirements.

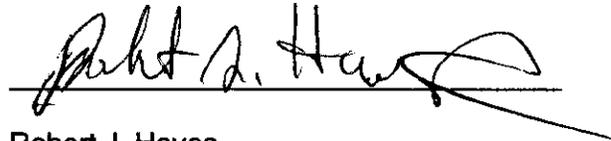
3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Please see attached contact list. Verizon's construction manager is the primary contact regarding the installation of facilities within your community including construction work performed by contractors.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems

A handwritten signature in black ink, appearing to read "Robert J. Hayes", is written over a horizontal line. The signature is stylized and cursive.

**Robert J. Hayes
Municipal Affairs Manager**

Date: July 20, 2009



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2009

PRODUCER AON Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
PHONE: (866) 283-7122 FAX: (847) 953-5390		INSURERS AFFORDING COVERAGE	
INSURED Verizon North, Inc & Contel of South, Inc. d/b/a Verizon North Systems . MI . USA		INSURER A: National Union Fire Ins Co of Pittsburgh	NAIC # 19445
		INSURER B: New Hampshire Ins Co	23841
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	0907418	06/30/2009	06/30/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	\$5,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	0919448	06/30/2009	06/30/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	3323782	06/30/2009	06/30/2010	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	60168877	06/30/2009	06/30/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance for above Named Insured . MI . USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2009

PRODUCER Aon Risk Services Northeast, Inc. New York NY office 199 Water Street New York NY 10038-3551 USA PHONE - (866) 283-7122 FAX - (847) 953-5390	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Verizon Communications Inc. 140 West Street New York NY 10007-2109 USA	INSURER A: American International Specialty Lines	26883
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A		OTHER Contractor Poll	CP012742503	09/01/2008	09/01/2011	Limit (1)	\$500,000
						Limit (2)	\$500,000

 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Named Insured also includes: Verizon North, Inc. 860 Terrance Street, Muskegon, MI 49443
CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance for above insured . MI . USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
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State of Michigan
Department of Commerce

MICHIGAN PUBLIC SERVICE COMMISSION
Lansing, Michigan

GTE NORTH INCORPORATED has been granted a permanent license consistent with the requirements set forth in the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2101 et seq., to render basic local exchange service within the geographic area described on the attached pages, subject to all requirements provided by law and the lawful orders and regulations of the Michigan Public Service Commission. This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission and the licensee may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.



A handwritten signature in black ink, appearing to read "S. M. Fetter", written over a horizontal line.

Steven M. Fetter
Chairman

A handwritten signature in black ink, appearing to read "Ronald E. Russell", written over a horizontal line.

Ronald E. Russell
Commissioner

November 24, 1992
Dated

A handwritten signature in black ink, appearing to read "John L. O'Donnell", written over a horizontal line.

John L. O'Donnell
Commissioner

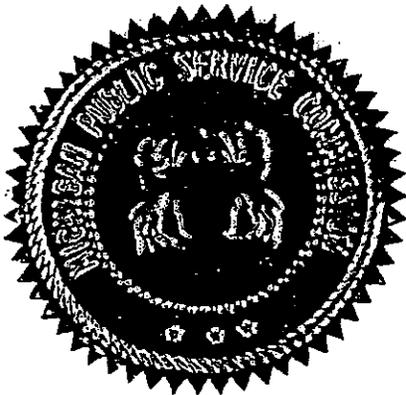
A handwritten signature in black ink, appearing to read "D. Wideman", written over a horizontal line.

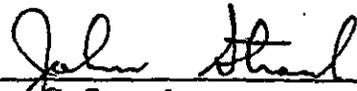
Dorothy Wideman
Its Executive Secretary

State of Michigan
Department of Commerce

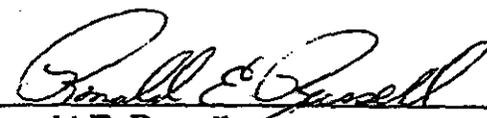
MICHIGAN PUBLIC SERVICE COMMISSION
Lansing, Michigan

CONTEL OF THE SOUTH, INC. d/b/a GTE SYSTEMS OF MICHIGAN has been granted a permanent license consistent with the requirements set forth in the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2101 et seq., to render basic local exchange service within the geographic area described on the attached pages, subject to all requirements provided by law and the lawful orders and regulations of the Michigan Public Service Commission. This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission and the licensee may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.





John G. Strand
Chairman



Ronald E. Russell
Commissioner



John L. O'Donnell
Commissioner

February 2, 1994

Dated

Attest



Dorothy Wideman
Its Executive Secretary

Verizon Contact List
Michigan Metro Act - July 2009

Function	Name	Mailing Address	Office	Fax	e-mail
Engineering Manager	Northern District: Steve Ackerson	860 Terrace St. Muskegon, MI 49440	231-727-1327	231-727-1116	s.ackerson@verizon.com
	Southern District: Brian Riley	340 S. Main Street Adrian, MI 49221	517-265-0611	517-263-2379	brian.c.riley@verizon.com
	Central District: (Shared)				
Construction Manager	Mount Pleasant District: Steve Saylor	303 S. Main Street Mount Pleasant, MI 48858	989-772-0220	989-772-0024	steven.g.saylor@verizon.com
	Muskegon District: Billy Trimble	860 Terrace St Muskegon, MI 49440	231-727-1260	231-727-1192	billy.trimble@verizon.com
24-Hour Contact	Verizon Repair Resolution Center	1-800-483-2000			
Customer Service Manager	Mount Pleasant District: Steve Saylor	303 S. Main Street Mount Pleasant, MI 48858	989-772-0220	989-772-0024	steven.g.saylor@verizon.com
	Muskegon District: Billy Trimble	860 Terrace St Muskegon, MI 49440	231-727-1260	231-727-1192	billy.trimble@verizon.com
Director – Public Policy (1)	Robert (Bob) Stewart	124 W. Allegan, Suite 100 Lansing, MI 48933	517-484-3667	517-485-7595	robert.e.stewart@verizon.com

(1) All official notices from the Community should be directed to this contact person.

R09-142

August 17, 2009

RE: METRO ACT APPLICATION – Verizon North Systems

RESOLUTION

WHEREAS, Verizon North has requested a renewal of their METRO Act Telecommunications Right-of-Way Permit for an additional five (5) years to allow them to work in certain City of Adrian right-of-ways; and

WHEREAS, the City Engineer and City Attorney have reviewed the application and recommend that Verizon’s application be approved.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve Verizon North’s METRO Act permit application for an additional five-year period under the terms and conditions as outlined in the Right-of-Way Telecommunications Permit.

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

R-4

R09-143

August 17, 2009

RE: UTILITIES DEPARTMENT – Authorization to Sell Property Located at 1802 Hamilton Highway

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution R09-095 dated June 1, 2009, authorized the engagement of Goedert Real Estate, Inc., Adrian, MI, to market city-owned property located at 1802 Hamilton Highway; and

WHEREAS, Hans and Arleen Jacobsson have submitted a valid offer with pre-approved financing in the amount of \$310,000.00; and

WHEREAS, the Utilities Director and City Administrator recommend approval of the sale of the City-owned property located at 1802 Hamilton Highway at a price of \$310,000.00, that the City Administrator and City Clerk be authorized to sign all necessary documents to close the transaction, and that the proceeds from the sale (less selling expenses) be deposited in the Water Fund (590).

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the sale of the City-owned property located at 1802 Hamilton Highway at a price of \$310,000.00 to Hans and Arleen Jacobsson, that the City Administrator and City Clerk be authorized to sign a warranty deed and all necessary documents to close the transaction, and that the proceeds from the sale (less selling expenses) be deposited in the Water Fund (590).

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

R-5

MEMO



DATE: August 12, 2009
TO: Honorable Mayor and City Commissioners
FROM: Dane C. Nelson, City Administrator
RE: Concrete Work at Library & Alleyway

I do not need to go over the prior problems with the "sinking" light poles between the alley of the library and the new City Hall. To this date, we have been unable to determine the cause of this unusual problem. We had made the decision to not replace the light poles and have opted to place lighting in this area on wall sconces that will be attached to the west library wall. During construction of the library, the DPW removed the remaining light poles, concrete and brick pavers from the alley, due to its poor condition and to open up the area for construction on the library west exterior wall. The removal and replacement of this alley and other concrete work around the library was not in the scope of work to be performed by Johnson Development.

Since time is of the essence to have this area now completed, I requested two bids from local firms, Rock Hard Concrete and McMunn Brothers, LLC, as the City has had positive experiences with both of these companies.

Quotes were requested to replace eight feet of concrete at the library front facade, as the plan is to remove the remaining concrete in that location by the curb, where a grass buffer will be installed next to the curb area. The concrete must be placed in front of the steps and at an angle to meet ADA standards.

The second project is to replace the alley concrete. A decision has been made to not replace the brick with actual brick pavers, as it is more difficult to maintain and remove snow from during winter months. In order to potentially retain the look of the alley, two options were requested, one with stamped "red brick look" concrete and the other with all concrete. My recommendation is to retain Rock Hard Concrete to perform both projects as the low bidder. The bid for the library sidewalk is \$2,320.00 with the bids for the alleyway \$11,250.00 for all concrete and \$16,730.00 for the stamped concrete look.

The Commission can decide at Monday's meeting which option for the alley is preferable.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:bjw

RE: Concrete Work – Library and Alleyway between Library and New City Hall

RESOLUTION

WHEREAS, the City Administrator has requested proposals for replacement of a concrete sidewalk in front of the library and for the placement of concrete in the alleyway located between the Adrian Public Library and the new City Hall building; and

WHEREAS, the proposal of Schug Concrete Construction, Inc., d.b.a. Rock Hard Concrete, of Adrian, MI, was the lowest bid for both proposals and it is recommended by the City Administrator to accept said proposals; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Adrian Public Library FY2009-10 Budget – Capital Facilities Account (101-738.00-975.000).

NOW, THEREFORE, IT IS HEREBY RESOLVED that the proposal of Schug Concrete Construction, Inc., d.b.a. Rock Hard Concrete, is hereby accepted for the library sidewalk in the amount of \$2,320.00 and (the proposal for the alleyway for stamped concrete in the amount of \$16,730.00) or (the proposal for concrete in said alleyway in the amount of \$11,250.00) is hereby accepted, and that the source of funds for this purpose is available in the Adrian Public Library FY2009-10 Budget – Capital Facilities Account (101-738.00-975.000).

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

MISCELLANEOUS

m-1
 TO: DANE C NELSON, CITY ADMINISTRATOR
 FROM: MARCIA M. BOHANNON, TRANSPORTATION COORDINATOR

ADRIAN D.A.R.T. PASSENGER RIDERSHIP REPORT FOR JULY 2009

WEEK END:	JUL3	JUL 10	JUL 17	JUL 24	JUL 31	TOTAL
MONDAY	0	334	300	283	244	1161
TUESDAY	0	330	321	277	223	1151
WEDNESDAY	301	281	292	261	259	1394
THURSDAY	312	283	276	268	247	1386
FRIDAY	0	246	284	217	259	1006
		1474	1473	1306	1232	6098

SERVICE DAYS	JUL 2009 (22)	JUL 2008 (22)	+/-	JUN 2009 (22)
SENIORS	813	978	-165	815
HDPC SENIORS	1046	1161	-115	923
HANDICAPPED	2559	3031	-472	2910
WHEELCHAIRS **	451	324	127	433
GENERAL	1680	1547	133	1805
	6098	6717	-619	6453

AUGUST	2007	6378	2008	6213	-3%
SEPTEMBER	2007	6071	2008	6640	9%
OCTOBER	2007	7357	2008	7278	-1%
NOVEMBER	2007	6718	2008	6050	-10%
DECEMBER	2008	6171	2009	6734	9%
JANUARY	2008	7616	2009	7368	-3%
FEBRUARY	2008	7452	2009	7417	0%
MARCH	2008	7027	2009	7540	7%
APRIL	2008	7136	2009	6915	-3%
MAY	2008	6957	2009	6119	-12%
JUNE	2008	6707	2009	6453	-4%
JULY	2008	6717	2009	6098	-9%
		82307		80825	-2%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS

M-2

DEPARTMENTAL REPORT

AUGUST 17, 2009

	JULY 2009	JUNE 2009	JULY 2008	YEAR-TO-DATE 2009	YEAR-TO-DATE 2008
POLICE DEPARTMENT					
Complaints Answered	946	959	975	5,861	6,344
VIOLATIONS					
Moving Citations	103	86	84	579	767
3-6 am Parking Tickets	63	94	76	1,221	665
Non-Moving Citations	36	57	10	275	88
Downtown Parking Tickets	266	248	467	993	3,136
TOTAL VIOLATIONS	468	485	637	8,929	4,656
ARRESTS	113	129	103	815	901
FIRE DEPARTMENT (See M-4)					
INSPECTION DEPARTMENT					
Building Permits	40	37	62	188	280
Electrical Permits	22	14	33	123	139
Mechanical Permits	15	15	22	112	147
Plumbing Permits	6	2	10	34	44
Sidewalk Permits	3	4	8	11	13
Sign Permits	8	5	6	30	41
TOTAL PERMITS	94	77	141	498	664
Estimated Bldg.Costs	\$513,694	\$236,569	\$1,258,533	\$2,305,908	\$5,820,402
PARKING SYSTEM					
Meters in Operation					
Parking Assessment	\$0	\$101	\$0	\$13,548	\$9,412
Lot Revenue	\$0	\$673	\$1,543	\$1,335	\$5,312
Street Revenue	\$0	\$0	\$0	\$0	\$0
Misc. Revenue	\$15	\$14	\$9	\$95	\$51
Permits	\$260	\$525	\$300	\$16,189	\$34,588
Fines	\$1,025	\$800	\$1,290	\$4,481	\$12,839
Token Sales	\$0	\$0	\$0	\$0	\$0
Contribut-GenFund	\$0	\$16,000	\$0	\$16,000	\$132,000
TOTAL REVENUE	\$1,300	\$18,113	\$3,142	\$51,648	\$194,202
WASTE WATER DEPARTMENT					
M. G. Pumped	128.715	152.563	185.717	1,217.728	1,354.425
Cost of Plant Operation	*	\$598,334	\$182,362	\$2,166,219	\$1,730,286
WATER DEPARTMENT					
M. G. Pumped	97	89	95	617	652
Number of Customers	6,287	6,296	6,310		
	Industrial	Commercial	Residential	Other	TOTAL
M. G. Sold Revenue	\$42,183	\$84,986	\$132,163	\$61,943	79,680 \$321,275

*Figure not available

m. 3

FIRE REPORT
Month of June, 2009

	This Month	Last Month	Last Year	To Date This Year	To Date Last Year
Structure Fires	3	0	1	14	5
Loss	\$35,000	\$0	\$15,000	\$255,275	\$70,000
Vehicle Fires	0	2	0	4	5
Loss	\$0	\$0	\$9,030	\$0	\$9,530
Other Fires	2	8	4		8
Loss	\$0	\$150	\$0	\$9,250	\$7,500
Smoke & Odor	8	17	6	56	33
False Alarms	11	8	7	58	40
Hazardous Conditions	9	6	29	33	71
Other	16	11	10	66	60
Medical Emergencies	160	153	138	945	888
Vehicle Accidents	7	17	19	58	47
Total Runs	216	222	214	1257	1108
Total Fire Loss	\$35,000	\$150	\$24,030	\$264,525	\$87,030