

PRE-MEETING AGENDA

ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
JULY 7, 2008

The City Commission will **not** meet for a pre-meeting study session on July 7th, but will meet in regular session in the Commission Chambers on the 2nd floor of Adrian City Hall, 100 E. Church St., Adrian, MI, at 7:00 p.m.

COMMISSION AGENDA

AGENDA
ADRIAN CITY COMMISSION
JULY 7, 2008
7:00 P.M.

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE JUNE 16, 2008 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. COMMUNICATIONS
 - 1. Communication from the Finance Director regarding Dun and Bradstreet benchmarks for the City of Adrian's payment performance.
 - 2. Revenue Sharing Update
- VI. CONSENT AGENDA
 - A. RESOLUTIONS
 - 1. CR08-048. Resolution to approve reappointment of Waneta Raloff, Jane Castle and Margaret Noe to the Election Commission for a one-year term.
 - 2. CR08-049. Resolution to rescind traffic control orders on Elm, Bristol & Elm, Chestnut, E. Maple, E. Church and E. Michigan Streets
 - 3. CR08-050. Resolution to make temporary traffic control orders permanent at two spots directly behind Encore Dance Studio (124 E. Maumee St.) by posting "Two Hour Parking" signs.
 - 4. CR08-051. Resolution to make temporary traffic control orders permanent on Liberty Street at Beecher by posting "No Outlet" sign.
 - 5. CR08-052. Resolution to approve intergovernmental agreement with MDOT for maintenance of trunk-line traffic signals at N. Main (M-52) at Siena Heights Drive.
- VII. PUBLIC COMMENT
- VIII. REGULAR AGENDA
 - A. ORDINANCES
 - 1. Ord. 08-10. Introduction of an Ordinance to amend Sections 2.41.01, 2.52(c) 8.2, 9.2 and 12A.03 of the

Zoning/Development Regulations to address housing shelters.

2. Ord. 08-11. Introduction of an Ordinance to amend Section 66-42(b) of Chapter 66, Article II, Residential Trash Collection, which is hereby amended by numbering the first paragraph of Section (b) as (1); addition of Section (b)(2) and Subsections (i), (ii), (iii), (iv) and (v).
3. Ord. 08-12. Introduction of an Ordinance to amend Section 46-56 (a) by deleting the language in Subsection (8) (a), (b) and (c) and adding the fee amount after (8) - Closing Out Sale.

B. RESOLUTIONS

1. R08-097. Resolution to set a public hearing date to hear and consider comments to the establishment of a Special Assessment District for improvements for the College Park subdivision.
2. R08-098. Resolution to retain URS Corp. for design services for the two-way traffic project in downtown Adrian and that the bid process be waived.
3. R08-099. Resolution to approve the purchase of 159 E. Maumee Street, authorizing the City Administrator to execute said purchase agreement and all closing documents necessary to acquire said property, and approval of the resulting budget amendments.
4. R08-100. Resolution authorizing the City Administrator to execute an Adrian Land Use Feasibility Study Agreement with the Michigan Department of Human Services for potential uses of excess land at the Adrian Training School.
5. R08-101. Resolution to award bid for painting the filter pipe gallery at the Water Treatment Plant and the subsequent budget amendments.
6. R08-102. Resolution to establish a license fee for conducting a "going out of business" sale and authorizing the City Clerk to accept applications and issue licenses for said "going out of business" sales.
7. R08-103. Resolution authorizing the purchase of a used wheel loader and the subsequent budget amendments.

I X. PUBLIC COMMENT

X. COMMISSION COMMENTS

MINUTES

**MINUTES
ADRIAN CITY COMMISSION
JUNE 16, 2008
7:00 P.M.**

Official proceedings of the June 16, 2008 regular meeting of the City Commission, Adrian, Michigan.

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

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

ABSENT: Commissioner Mitzel

Commissioner Dumars motioned to excuse Commissioner Mitzel, seconded by Commissioner Steele, motion carried by a unanimous vote.

Commissioner Steele moved to approve the minutes of the June 2, 2008, regular meeting of the Adrian City Commission, seconded by Commissioner DuMars, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #2836 through #2845	\$137,966.59
General Fund Vouchers #18707 through #18722	\$280,028.31
Clearing Account Vouchers amounting to	<u>\$1,138,573.75</u>
TOTAL EXPENDITURES	<u>\$1,556,568.65</u>

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

PRESENTATION

1. Brad Hopperton, EchoStar Communications, explained digital converters to the Commission - - who will need digital converters, deadline for getting a converter, where to get them, how to obtain government coupons for discounts on the converters, etc.

CONSENT AGENDA

RESOLUTIONS

RE: WATER & WASTEWATER DIVISIONS – Annual Chemical Bid

RESOLUTION CR08-042

WHEREAS, sealed bids were received May 15, 2008 for the annual treatment chemical requirements for the Water and Waste Treatment Plants; and

WHEREAS, said bids have been tabulated and recommendations made by Shane Horn, Utilities Director, and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED, that the annual bid for treatment chemicals be awarded to the successful bidders for the items and prices as listed in the bid tabulation and under the terms and conditions as specified and as proposed in their sealed bids dated May 15, 2008.

RE: FIRE DEPARTMENT – Annual Uniform Bid

RESOLUTION CR08-043

WHEREAS, sealed bids were received June 3, 2008, for the annual uniform requirements for the Fire Department; and

WHEREAS, said bids have been tabulated and recommendations made by Paul Trinko, Fire Chief, and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED that the annual bid for Fire Department uniforms be awarded to North Eastern Uniform from Saline, MI, for the items and prices as listed in their bid tabulation and under the terms and conditions as specified and as proposed in their sealed bid dated June 3, 2008.

RE: PARKS & RECREATION – Annual T-Shirt and Sweatshirt

RESOLUTION CR08-044

WHEREAS, sealed bids were received June 5, 2008, for the annual purchase of t-shirts and sweatshirts for various Parks & Recreation programs; and

WHEREAS, said bids have been tabulated and recommendations made by Mark Gasche, Parks & Recreation Director, and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED that the annual bid for t-shirts and sweatshirts for various Parks and Recreation programs be awarded to Red Paint Printing of Adrian, MI, for the items and prices as listed in the bid tabulation and under the terms and conditions as specified and as proposed in their sealed bid dated June 5, 2008.

RE: PARKS & RECREATION – Wood Decking for Areas in Trestle Park

RESOLUTION CR08-045

WHEREAS, sealed bids were received May 29, 2008, for the purchase of TimberSil lumber for decking at various locations in Trestle Park; and

WHEREAS, said bids have been tabulated and recommendations made by Mark Gasche, Parks & Recreation Director, and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED that the bid for TimberSil lumber be awarded to Stevenson Lumber of Adrian, MI, for the prices and items as listed in their bid tabulation and under the terms and conditions as specified and as proposed in their sealed bid dated June 16, 2008.

RE: PARKS & RECREATION – Ball Field Grooming Rake

RESOLUTION CR08-046

WHEREAS, sealed bids were received May 29, 2008, for the purchase of a ball field grooming rake for use by the Parks and Forestry Division; and

WHEREAS, said bids have been tabulated and recommendations made by Mark Gasche, Parks & Recreation Director, and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED that the bid for a ball field grooming rake be awarded to Century Equipment of Toledo, OH, in the amount of \$10,194.04 under the terms and conditions as specified and as proposed in their sealed bid dated May 29, 2008.

RE: PARKS & FORESTRY DIVISION – 4 x 4 Gator Maintenance Cart

RESOLUTION CR08-047

WHEREAS, quotes were solicited and received for a maintenance cart for use by the Parks & Forestry Division; and

WHEREAS, Dexter's, Inc. of Adrian, MI, submitted a quote for a John Deere 4 x 4 Gator through the State bid program at a cost of \$11,751; and

WHEREAS, the Parks & Recreation Director and City Administrator feel it is in the best interest of the City of Adrian that the maintenance cart be purchased from Dexter's through the State bid program; and

WHEREAS, the City Commission has given careful consideration to the purchase of the Gator maintenance cart

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve the purchase of a Gator 4 x 4 maintenance cart through the State

bid program from Dexter's, Inc., of Adrian, MI, in the amount of \$11,751 under the terms and conditions as submitted in their quote.

On motion by Commissioner DuMars, seconded by Commissioner Osborne, Consent Resolutions CR08-042 through CR08-047 were adopted by a unanimous vote.

PUBLIC COMMENT

1. Introduction of Candidates – Don Welch, candidate for County Commissioner; Matt Koester, candidate for Lenawee County Road Commission and Don Isley, candidate for Lenawee County Road Commission

REGULAR AGENDA

RE: ADRIAN PUBLIC LIBRARY –Electrical Upgrade – Phase Two

RESOLUTION R08-094

WHEREAS, the Adrian City Commission, by Resolution #R08-047 dated March 17, 2008, authorized the engagement of Service Electric Company, Adrian, MI in the City's Standard Professional Services Contract for the purpose of designing electrical upgrades at the Adrian Public Library at a cost not to exceed \$5,960 (subsequently amended for Change Order #1, increasing the authorized expenditure level to \$7,460); and

WHEREAS, based on the aforementioned design specifications, the City of Adrian Purchasing Office solicited and received the following bids on June 10, 2008:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Clegg Electric	Adrian, MI	\$110,575
MB Electric	Adrian, MI	\$112,850
Service Electric	Adrian, MI	\$113,700; and

WHEREAS, Phase Two includes replacing and relocating these panels to the lower level of the library; replacing other electrical panels, including the main distribution panel, conduit and wiring; relocating all external library equipment to a location in Library Square; attaching library equipment to the Consumers Energy equipment; underground building entry; excavation; removal of all abandoned panels, conduit and wiring; and placing all of the library's exterior electrical, phone and cable lines underground. Phase Two will also provide the conduit for the new police station's electrical service and facilitate the transfer of the future City Hall's electrical service to the new pole Consumers Energy will be placing in Library Square and the elimination of three electrical poles; and

WHEREAS, the following known obstacles in Library Square have been acknowledged by Clegg Electric:

- Various storm lines at 2, 3, 4, & 6 feet
- Sanitary at 6 feet
- Power at 3 feet at various locations
- Power at unknown depths

- The footer on the stairs is at 6 feet
- The footer at the black blocks near the library entrance is 8 feet deep
- There is a possibility of a thickened area under the library entrance between the two black blocks
- Under the brick area is sand and then approximately 4 inches of concrete
- The concrete ribbons that frame the brick area run approximately 24 inches deep
- Sprinkler system
- Ground lighting and pole power
- Fiber for data/phone
- Telephone

WHEREAS, the City Finance Director indicates that sufficient funds are available for this purpose in the Library Capital Improvement Account (101-738.00-975.000); and

WHEREAS, the Library Director and City Administrator recommend acceptance of the low bid, engagement of Clegg Electric, Adrian, MI, in the City's Standard Professional Services Contract, and authorization of the appropriate budget amendments; and

WHEREAS, Clegg Electric is owned by Michael Clegg, City Commissioner for the City of Adrian; and

WHEREAS, the City Charter requires unanimous City Commission approval for services obtained through an officer of the city.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby accepts the low bid to perform Adrian Public Library Electrical Upgrade – Phase Two and the engagement of Clegg Electric, Adrian, MI, in the City's Standard Professional Services Contract at a cost not to exceed \$110,575.

On motion by Commissioner Steele, seconded by Commissioner DuMars, this resolution was adopted by a 5-0-1 vote.

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

NAYS: None

ABSTAINED: Commissioner Clegg

RE: WATER DISTRIBUTION – D.I. Pipe and Fittings

RESOLUTION R08-095

WHEREAS, sealed bids were received May 13, 2008, for the annual purchase of ductile iron pipe and fittings; and

WHEREAS, said bids have been tabulated and recommendations made by Shane Horn, Utilities Director, and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED, that the annual bid for ductile iron pipe and fittings be awarded to HD Supply of Ypsilanti, MI, and that valves and tapping sleeves be awarded to East Jordan Iron Works of Oak Park, MI for the items and prices as listed in the bid tabulation and under the terms and conditions as specified and as proposed in their sealed bid dated May 13, 2008.

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

RE: DEPARTMENT OF PARKS & RECREATION – Authorization to Engage Contractor to Remodel Island Park Restrooms and Construct New Concession/Storage Building

RESOLUTION R08-096

WHEREAS, based on architectural design specifications previously authorized by the City Commission, bids have been solicited and received for the remodeling of a restroom at Island Park and construction of a new concession/storage building, with the following results:

<u>Bidder</u>	<u>Location</u>	<u>Amount</u>
ACP of Lenawee	Clayton, MI	\$128,850
Rock Hard Concrete	Adrian, MI	\$139,945; and

WHEREAS, the Parks & Recreation Director recommends engagement of the low bidder, ACP of Lenawee, Adrian, MI at a cost of \$128,850; and

WHEREAS, the Parks & Recreation Director anticipates an additional cost of \$1,000 for change orders due to revisions resulting from the plan inspections; and

WHEREAS, the Finance Director indicates that funding for this project is available in the following accounts:

(101-691.00-975.000) General Fund – Recreation Capital Improvements	\$ 46,000
(101-904.00-975.000) General Fund – Park Capital Account	56,814
(101-910.00-953.697) General Fund – CRIMP Account	<u>27,036</u>
Total	\$129,850

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

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of ACP of Lenawee, Clayton, MI in the City's Standard Professional Services Contract for the remodeling of a restroom at Island Park and construction of a new concession/storage building at a cost not to exceed \$129,850.

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

MISCELLANEOUS

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

PUBLIC COMMENT

1. Don Welch, 730 Lakeshire Trail, expressed his concern regarding a hole in Lakeshire Trail and the cold patch that was used to fix it. Administrator Nelson will have Kristin Bauer, City Engineer, look at it.
2. Don Isley, candidate for Lenawee County Road Commission, said he is anxious to see what the new City Hall complex will look like.

COMMISSION COMMENTS

1. Mayor McDowell reported that he received a thank you from Mayor Al McGeehan and the delegation from Holland; they enjoyed their visit during Mayor Exchange.

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

Gary E. McDowell
Mayor

Pat Baker
City Clerk

C H E C K

R E G I S T E R

July 7, 2008

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



Dane C. Nelson
City Administrator

DCN:bjw

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

Utility Department Vouchers	
Vouchers #2846 through #2855.....	\$ 162,140.03
General Fund	
Vouchers #18723 through #18752	796,340.51
Clearing Account Vouchers	
amounting to.....	<u>1,458,094.02</u>
TOTAL EXPENDITURES	<u>\$2,416,574.56</u>

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

June 30, 2008

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
<u>Receiving</u>			
2846	Consumers Energy	Various Electric Bills	\$ 35,505.06
2847	City of Adrian: Payroll	Payroll for June 13	\$ 46,237.31
2848	City of Adrian: Clearing Acct	June 16 CK Register	\$ 794,553.40
2849	City of Adrian: Utilities	Various Water Bills	\$ 534.69
2850	City of Adrian: Payroll	Payroll for June 20	\$ 23,097.17
2851	***VOID***		
2852	***VOID***		
2853	Citizens Gas Fuel Co	Various Heat Bills	\$ 1,201.84
2854	City of Adrian: Payroll	Payroll for June 27	\$ 46,344.08
2855	Consumers Energy	Water Plant Electric	\$ 9,219.88
		Total	\$ 956,693.43
		Less CK# 2848	\$ 794,553.40
		TOTAL	\$ 162,140.03

30-Jun-08

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
18723	\$ 8,979.67	Consumers Energy	Various Electric Bills
18724	\$ 223,220.51	City of Adrian: Payroll	Payroll for June 13
18725	\$ 14,772.19	First Federal Bank	Soc Security for June 13
18726	\$ 36,434.77	Lenawee Fuels Inc	DPW Gas & Diesel Fuel
18727	\$ 101.30	Verizon North	Pol,DPW, Heritage Phone
18728	\$ 20.00	Don Salazar	Recreation Refund
18729	\$ 310,280.45	City of Adrian: Clearing Acct	June 16 CK Register Exp
18730	\$ 4,064.54	Quick Service Transportation	Payroll W/E June 14
18731	\$ 1,027.61	City of Adrian: Utilities	Various Water Bills
18732	\$ 56,708.24	City of Adrian: Clearing Acct	June 17 Special Checks
18733	\$ 505.26	Verizon North	Various Phone Bills
18734	\$ 28,609.81	City of Adrian: Payroll	Payroll for June 20
18735	\$ 4,394.77	First Federal Bank	Soc Security for June 20
18736	\$ 32.00	Karen Stipe	Recreation Refund
18737	\$ 200.00	Erin Stover	Recreation Refund
18738	\$ 4,684.31	Quick Service Transportation	Payroll W/E June 21
18739	\$ 1,590.28	Citizens Gas Fuel Co	Various Heat Bills
18740	\$ 15,623.03	Consumers Energy	Various Electric Bills
18741	\$ 121.19	Verizon North	DDA, Cemetery,Piotter Phone
18743	\$ 231,390.06	City of Adrian: Payroll	Payroll for June 27
18744	\$ 15,785.34	First Federal Bank	Soc Security for June 27
18745	\$ 12.00	Jamie Lewis	Recreation Refund
18746	\$ 68.00	Sandra Gritzmaker	Recreation Refund
18747	\$ 44,352.93	Lenawee Fuels Inc	DPW & Cemetery Gas & Diesel
18748	\$ 4,245.34	Quick Service Transportation	Payroll W/E June 28
	\$ 1,007,223.60		
	\$ (366,988.69)	Less: CK# 18729 & 18732	
	\$ 640,234.91		

JUL 7, 08

**GENERAL FUND
CHECK REGISTER**

CHECK#	AMOUNT	PAYEE	DESCRIPTION
18742	\$ 119,468.30	Blue Cross Blue Shield of Mich	July Hospitalization Ins
18749	\$ 1,381.95	US Postmaster	Mailing Tax Bills
18750	\$ 288.26	Verizon North	Police, Bohn Pool Phone
18751	\$ 30,388.76	City of Adrian: Payroll	Payroll for June 3
18752	\$ 4,578.33	First Federal Bank	Soc Security for June 3

\$ 156,105.60

Less: CK#

\$ 156,105.60

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. CITY OF ADRIAN	9,371.30		
2. ADRIAN COMMUNICATIONS	166.91		
3. ADRIAN FABRICARE CENTER INC.	590.00		
4. ADRIAN LANDFILL	458.99		
5. ADRIAN LOCKSMITH & CYCLERY	109.08		
6. ADRIAN-TECUMSEH FENCE CO	1,074.00		
7. ADVANCE AUTO PARTS COMMERCIA	68.06		
8. ADVANCED DOCUMENT SOLUTIONS	1,024.77		
9. ALL METALS INC.	34.50		
10. ALLIED WASTE SERVICES	1,350.00		
11. ALLIED WASTE SERVICES #259	2,880.07		
12. AMAZON CREDIT PLAN	508.01		
13. AMERICAN TITLE CO. OF LENAWE	1,818.80		
14. ARCH WIRELESS	31.48		
15. ASSOCIATED ENGINEERS	4,930.00		
16. ASTI ENVIRONMENTAL SERVICES	43,841.73		
17. BAKER & TAYLOR BOOKS	774.28		
18. PATRICIA BAKER	171.70		
19. GREG BELL CHEVROLET, INC	25.11		
20. BARRETT'S GARDEN CENTER	150.77		
21. BATTERY WHOLESALE	88.50		
22. BELL EQUIPMENT CO	743.54		
23. JEFF BETZ	56.36		
24. BILL'S SERVICE, INC.	1,216.72		
25. BLACK SWAMP EQUIPMENT	384.22		
26. BONA & KOLB ARCHITECTS	6,020.00		
27. BOOK OF THE MONTH CLUB	36.42		
28. BUCK & KNOBBY EQUIP CO INC	4,700.91		
29. CALIFORNIA CONTRACTORS SUPPL	538.30		
30. CARUS PHOSPHATES INC.	4,161.00		
31. CLIFT BUICK-PONTIAC-GMC	358.68		
32. CMA CONSTRUCTION SERVICES	10,886.40		
33. COAST TO COAST DELI	121.92		
34. COIN-OP SPECIALISTS INC.	275.52		
35. TERRY COLLINS	26.99		
36. COMCAST	58.46		
37. COMFORT ENTERPRISES INC.	193.12		
38. ROBIN CONNOR	84.54		
39. CONTINENTAL CARBONIC PRODUCT	1,304.16		
40. CONTINENTAL SERVICE	2,140.66		
41. LYNN COURINGTON	72.01		
42. CUTLER DICKERSON CO	1,501.48		
43. DAN'S FARM SUPPLY INC	588.34		
44. BILL DANFORTH	375.00		
45. DARBY READY-MIX	328.50		
46. DETROIT PUMP & MFG COMPANY	246.50		
47. DEVIL'S LAKE WATER SPORTS, I	28,410.00		
48. DEXTER'S INC.	960.36		
49. DIRECTRON.COM	91.90		
50. DLT SOLUTIONS INC.	565.27		
51. DOAN CONSTRUCTION CO	385.00		
52. DUNDEE FIRE & SAFETY, INC.	46.20		
53. MARY KAY DURKIN	450.02		
54. DUSSEAU AUTO PARTS	50.00		
55. ENVIRONMENTAL SYSTEMS	1,585.62		
56. FASTENAL COMPANY	264.96		
57. FEDERAL EXPRESS	76.06		
58. FIRST FEDERAL BANK	200.00		
59. FISHER SCIENTIFIC COMPANY LL	209.15		
60. FLORIDA MICRO LLC	25.80		
61. FORCE, KIM	28.70		
62. FORT MEIGS AUTO ELECTRIC	36.37		
63. FORTRESS GRAND CORP	212.00		
64. FYR-FYTER SALES & SERVICE	388.10		
65. GALE	91.53		
66. GALL'S INC	90.49		
67. GALLANT & SON	617.17		
68. GEMPLER'S INC.	114.70		
69. GORDON FOOD SERVICE	3,309.81		
70. GRAPHICS UNLIMITED	261.75		
71. HAFELI STARAN HALLAHAN	1,010.00		
72. HENAGAN, SANDRA	25.00		
73. HENDERSON GLASS CO	641.00		
74. TOMMY HERRMANN	150.00		
75. HERRON, JENNIFER	10.86		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. HILLS AUTO & TRUCK REPAIR IN	130.00		
77. HOBBY LOBBY	91.40		
78. HUBBARDS AUTO CENTER	167.05		
79. HURON LIME INC.	8,621.96		
80. HYDRO GATE	100.00		
81. HYDRODYNAMICS, INC.	5,952.00		
82. I.T. RIGHT	5,003.75		
83. ICMA RETIREMENT CORPORATION	198.78		
84. INDUSTRIAL MILL SUPPLY CORP	1,183.98		
85. CITY OF JACKSON	1,108.70		
86. JACKSON TRUCK SERVICE INC.	62.09		
87. JAMES DELIVERY SERVICE	190.00		
88. JNET	12.29		
89. JOHNSON'S SPORTING GOODS	22.98		
90. JONES & HENRY, ENGINEERS	2,654.62		
91. TIM JUDKINS	378.64		
92. KAPNICK INSURANCE GROUP	348.70		
93. JAMES KARLE	425.00		
94. ERIC KELLY	60.00		
95. KEMIRA WATER SOLUTIONS INC	9,431.10		
96. KETTREN & ASSOCIATES INC	2,000.00		
97. ADOLPH KIEFER & ASSOCIATES	264.09		
98. DAVE KNAPP FORD	99.18		
99. KONICA MINOLTA- ALBIN	19.05		
100. KROLL	199.08		
101. BRENT KUBALEK	185.16		
102. LANSING SANITARY SUPPLY INC	312.73		
103. SUSAN LAUGHLIN	128.27		
104. LEARNING WORKS & WONDERS	19.29		
105. LENAWEЕ COUNTY COMMUNITY	60.00		
106. LENAWEЕ COUNTY PRINTER	823.50		
107. LENAWEЕ COUNTY REGISTER OF D	4,791.20		
108. LENAWEЕ COUNTY TREASURER	40.00		
109. LENAWEЕ INTERMEDIATE SCHOOL	1,091.00		
110. LYDEN OIL COMPANY	115.50		
111. MANPOWER OF LANSING MI INC.	979.20		
112. GARY MCDOWELL	329.30		
113. MEIJER, INC	280.75		
114. METROPOLITAN UNIFORM CO	34.94		
115. MICHIGAN AMATEUR SOFTBALL	980.00		
116. MICHIGAN ASSESSOR'S ASSN	200.00		
117. MICHIGAN GOVT FINANCE	100.00		
118. MICHIGAN OFFICE SOLUTIONS	99.15		
119. MICHIGAN PIPE & VALVE INC	1,207.64		
120. MICHIGAN POLICE EQUIP. CO	129.00		
121. STATE OF MICHIGAN	737.50		
122. MICHIGAN TBA DISTRIBUTORS IN	807.04		
123. MIDWEST TAPE	15.99		
124. H T MORIARTY CO INC	683.29		
125. MUGS N' MORE IMAGING	1,480.03		
126. MUNICIPAL EMPLOYEES' RETIRE	65,449.26		
127. MUNICIPAL UNEMPLOYMENT COMP	4,652.03		
128. NATIONAL FIRE PROTECTION ASS	75.00		
129. NATIONAL GEOGRAPHIC SOCIETY	15.90		
130. NELSON TRANE	1,618.54		
131. NEXTEL COMMUNICATIONS	1,150.73		
132. NICHOLS	584.35		
133. NORTHWEST POOLS, INC.	50.46		
134. OCCUHEALTH - WOLF CREEK	74.00		
135. OHIO MI SUMMER SWIM LEAGUE	835.00		
136. OSBURN ASSOCIATES INC	1,012.50		
137. ELIZABETH A PALMER	300.00		
138. PALMER ENVELOPE CO.	616.70		
139. PAPA JOHN'S PIZZA	276.00		
140. JEFFREY PARDEE	75.75		
141. PEERLESS SUPPLY INC	755.92		
142. PET'S SUPPLIES PLUS	61.94		
143. PIONEER RESEARCH CO	1,748.20		
144. PRECAST CONCRETE PRODUCTS	700.00		
145. PRINTING SYSTEMS INC	316.20		
146. PROMEDICA PHYSICIANS	2,130.00		
147. CINDY L PRUE	72.72		
148. PVS TECHNOLOGIES INC	5,462.02		
149. QUALITY BOOKS INC	146.87		
150. QUICK SERVICE TRANSPORTATION	892.02		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. QUILL CORPORATION	380.36		
152. RADIO SHACK CORP.	39.98		
153. RAMIREZ, VIRGINIA	80.01		
154. RECORDED BOOKS LLC.	182.60		
155. ROBERTSON, EATON & OWEN, PC	8,860.00		
156. ROWE INC	3,732.25		
157. S N S CLEANING SERVICE	1,592.00		
158. S.L.C. METER SERVICE INC	47,657.37		
159. SAFEWAY MOVING & STORAGE	65.00		
160. SCIENTIFIC METHODS INC	475.00		
161. SERVICE ELECTRIC CO OF ADRIA	347.00		
162. SHERWIN-WILLIAMS CO	182.75		
163. SIEMENS WATER TECHNOLOGIES	441.00		
164. SILER ASSOCIATES INC.	70.00		
165. SIWEK CONSTRUCTION	367.50		
166. SLUSARSKI EXCAVATING & PAVIN	20,980.65		
167. SMITHS NURSERY & LANDSCAPING	3,476.00		
168. SOUTHWEST BRAKE & PARTS INC	85.60		
169. SPRINGFIELD TOWNSHIP LIBRARY	15.00		
170. STAPLES	521.32		
171. STATE CHEMICAL MFG CO.	178.74		
172. SUPER LAUNDROMAT &	43.00		
173. SUPERIOR TURBO & INJECTION L	81.42		
174. SYNAGRO CENTRAL LLC	29,463.63		
175. T-MOBILE	29.99		
176. TEMP GUARD CONSTRUCTION INC	840.00		
177. THOMAS SCIENTIFIC	2,130.56		
178. THOMSON WEST	332.63		
179. TIME EMERGENCY EQUIPMENT INC	242.52		
180. TOLEDO SPRING SERVICE, INC.	734.20		
181. TOWN & COUNTRY SPORTS CENTER	2,000.00		
182. TRACTOR SUPPLY COMPANY	535.67		
183. ULTIMATE OFFICE	188.73		
184. UNDERWOOD'S NURSERY LLC	435.00		
185. UNITED BANK & TRUST	40,638.94		
186. UTILITIES INSTRUMENTATION	1,258.33		
187. VAN BRUNT TRANSPORT INC	27,798.87		
188. WASHOVIA REMEDIATORS	5,615.00		
189. WATER SAFETY PRODUCTS INC	66.00		
190. ROBERT G. WATTS	189.00		
191. WEDECO CHARLOTTE	7.30		
192. HOYT E. WHELAN CO.	935.63		
193. WRIGHT SIGNS INC.	55.00		
194. ZURICH NORTH AMERICA	2,647.00		
TOTAL ALL CLAIMS	495,621.21		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. ADRIAN PUBLIC SCHOOLS	140,000.00		
2. ADRIAN WATER CONDITIONING IN	80.88		
3. ALLIED WASTE SERVICES	46,369.70		
4. ALLIED WASTE SERVICES #259	2,335.00		
5. AMVETS	1,500.00		
6. APPLIED BUSINESS SOFTWARE	299.70		
7. BARRETT'S GARDEN CENTER	818.09		
8. BRUCE & JOAN BENEDICT TRUST	10,000.00		
9. BLACK SWAMP EQUIPMENT	335.00		
10. CALIFORNIA CONTRACTORS SUPPL	449.00		
11. CHAMBERS CONTROL COMPANY	170.00		
12. CMA CONSTRUCTION SERVICES	61,380.00		
13. COMPRESSOR ENGINEERING CORP	238.85		
14. COMPUTER CARE COMPANY, INC.	129.95		
15. COYNE TEXTILE SERVICES	4,830.57		
16. DARBY READY-MIX	330.00		
17. JOYCE DAVIS	181.00		
18. DETROIT INDUSTRIAL TOOL	838.60		
19. DUBOIS-COOPER ASSOCIATES INC	22,215.20		
20. EASTLUND CONCRETE CONSTRUCTI	93,453.67		
21. STEVE EBERLE	800.00		
22. ENTHUASASM FOODS	326.40		
23. MARK K GASCHE	28.30		
24. GORDON FOOD SERVICE	123.35		
25. HABITEC SECURITY INC	324.00		
26. HOBBY LOBBY	17.58		
27. HUBBARDS AUTO CENTER	97.95		
28. HURON LIME INC.	2,828.87		
29. INDUSTRIAL MILL SUPPLY CORP	177.77		
30. JONES CHEMICAL INC.	3,073.82		
31. KIMBALL MIDWEST	275.54		
32. LEGACY PRINTING	47.40		
33. LEISURE PURSUITS INC.	1,385.20		
34. LENAWEE TIRE & SUPPLY CO	1,947.27		
35. LIBRA INDUSTRIES	1,063.30		
36. MAGLOCLEN	400.00		
37. MANPOWER OF LANSING MI INC.	477.36		
38. MEIJER, INC	10.95		
39. MICHIGAN GOVT FINANCE	390.00		
40. MICHIGAN MUNICIPAL LEAGUE	2,115.00		
41. MICHIGAN PAVING & MATERIALS	429,685.89		
42. MICHIGAN PIPE & VALVE INC	345.54		
43. MORRIS MACHINE SERVICE LLC	4,336.75		
44. MUGS N' MORE IMAGING	1,484.00		
45. NORTHWEST POOLS, INC.	5,232.00		
46. PAPA JOHN'S PIZZA	96.00		
47. PLATINUM PLUS	2,827.60		
48. PURCHASE POWER	3,000.00		
49. QUICK SERVICE TRANSPORTATION	2,311.58		
50. ROGERS USA INC	1,041.27		
51. SCHUG CONCRETE CONSTRUCTION	94,350.00		
52. SLUSARSKI EXCAVATING & PAVIN	4,950.00		
53. SOLARBEE INC	1,600.00		
54. STEVENSON LUMBER, INC.	523.34		
55. TIME EMERGENCY EQUIPMENT INC	1,402.00		
56. TRACTOR SUPPLY COMPANY	66.74		
57. PAUL TRINKA	318.39		
58. U S POSTMASTER	2,220.00		
59. UNDERWOOD'S NURSERY LLC	901.50		
60. UNUM LIFE INSURANCE COMPANY	2,405.86		
61. WARREN HOLDING CO LLC	1,300.00		
62. KRISTEN WETZEL	17.68		
63. JESSICA WHITEHOUSE	51.00		
64. WRIGHT SIGNS INC.	140.40		
TOTAL ALL CLAIMS	962,472.81		

COMMUNICATIONS

C-1



MEMO

Date: June 30, 2008

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

From: Jeffrey C. Pardee, Finance Director *Jeffrey C. Pardee*

Re: Dun & Bradstreet Benchmarks for City of Adrian Payment Performance

Since its inception in 1841, Dun & Bradstreet has been the leading source of commercial information and provider of international and domestic credit analysis. A review of the City of Adrian's D&B Profile reveals the following results:

- On a scale of 1 to 5, with 1 as low risk and 5 as high risk, the City of Adrian rates a 1 in terms of likelihood of not paying its obligations on time over the next twelve months.
- Payments made within terms: 90%.
- Amount placed for collections: \$0.
- On a scale of 100, the City of Adrian is rated 78 (equal to 3 days beyond terms), well ahead of our industry peer group, which averages almost 90 days beyond terms.
- Payment performance trend over the past 90 days remains **unchanged**.
- Summary of legal actions and noteworthy events on file in B&B's database:

- Suits	0	- Liens	0	- Judgments	0
- UCC Filings	0	- Bankruptcy Proceedings			0

As indicated by the performance of our industry peer group, the public sector is not generally considered a top performer in payment performance. We labor in an environment that places a premium on legal compliance and redundant review and approval process of all expenditures. The hidden opportunity cost arising from delayed payments to vendors is the their reluctance to engage in the future and the resultant adverse impact on the competitive environment that, in turn, is reflected in higher prices.

The City of Adrian's excellent payment performance is attributable to the close collaboration between operating departments and the Finance Department, in terms of executing the purchasing process from beginning to end. Specifically, I would like to recognize the efforts of Cindy Prue, Assistant Finance Director/Purchasing Officer and Kylene Moore, Accounts Payable Clerk. If you have any questions or need for further information, please contact my office.

C-2

MEMO

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

From: Jeffrey C. Pardee, Finance Director



Re: State Revenue Sharing - Update

Date: July 1, 2008

Actual Revenue Sharing payments for August, October, November, December, February, April and June have been received and recorded. A comparison between estimated and actual is provided as follows:

	State		Variance	
	Estimated	Actual	Amount	Percent
August	\$ 431,514	\$ 424,100	\$ (7,414)	(0.1) %
October	457,704	389,730	(67,974)	(14.9) %
November	-0-	69,167	69,167	100.0 %
December	419,603	416,599	(3,004)	(0.7)%
February	402,220	414,933	12,713	3.2 %
April	317,929	302,824	(15,105)	(4.8)%
June	316,467	294,511	(21,956)	(6.9)%
Year-to-Date	<u>\$2,345,437</u>	<u>\$2,311,864</u>	<u>\$ (33,573)</u>	<u>(1.4)%</u>

A comparison of FY2007-08 Budget and actual receipts through June follows:

	Original	Actual	Variance	
	Budget	Receipts	Amount	Percent
August	\$423,155	\$424,100	\$ 945	0.2 %
October	448,837	389,730	(59,107)	(13.2)%
November	-0-	69,167	69,167	100.0 %
December	411,474	416,599	5,125	1.2%
February	394,428	414,933	20,505	5.2%
April	311,770	302,824	(8,946)	(2.9)%
June	310,336	294,511	(15,825)	(5.1)%
Total	<u>\$2,300,000</u>	<u>\$2,311,864</u>	<u>\$ 11,864</u>	<u>0.5 %</u>

The above circumstance serves to verify that conservative budgeting has its merits. If you have any questions or need for further information, please contact my office.

CONSENT AGENDA

CR-1

CR08-048

July 7, 2008

RE: CITY CLERK'S OFFICE – Election Commission Reappointments

RESOLUTION

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

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

WHEREAS, Ms. Raloff, Ms. Castle and Ms. Noe have expressed their willingness to serve on the Election Commission if reappointed; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission does hereby approve the reappointment of Waneta Raloff, Jane Castle and Margaret Noe to the Election Commission for a one-year term, expiring in 2009.

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

RESOLUTION

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

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

Remove & Rescind the following TCO's:

TCO 08-6

- 2 signs "Advance Cross Walk" S1-1 Fluor at 423 and 803 Elm Street.
- 1 "Cross Walk" Sign S2-1 Fluor at 803 Elm Street.
- 2 "Advance Cross Walk" Signs S1-1 Fluor at 612 and 831 Elm Street.

TCO 08-7

"Cross Walk" Sign S2-1 Fluor at the northeast corner of Bristol & Elm Street.

TCO 08-8

One "Crosswalk" sign S2-1 Fluor at 804 Chestnut Street.

TCO 08-9

Remove and Rescind 2 "Cross Walk" Signs S2-1 Fluor at 805 & 726 East Maple.

TCO 08-10

2 "Advance Cross Walk" signs S1-1 Fluor at 909 & 708 East Maple.

TCO 08-11

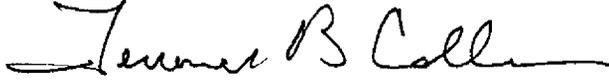
2 "No Parking Between Signs" in the 400 Block of East Church Street, south side of the street.

TCO 08-12

1 "No Parking Any Time" sign in front of the Halfway House in the 1000 Block of East Michigan Street.

2 "No Parking Between Signs" at 930 East Michigan Street, on the south side of the street.

Respectfully,



TERRENCE B. COLLINS,
Chief of Police

TBC/skj

DATED: 6-25-08

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

CR-3

CR08-050

July 7, 2008

RESOLUTION

08-4

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

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

Post "Two Hour Parking" signs at two spots directly behind Encore Dance Studio immediately adjacent to the building.

Respectfully,



TERRENCE B. COLLINS,
Chief of Police

TBC/skj

DATED: 6-25-08

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

CR-4

CR08-051

July 7, 2008

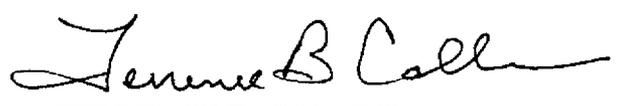
RESOLUTION
08-5

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

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

On Liberty Street at Beecher, post "No Outlet" sign.

Respectfully,



TERRENCE B. COLLINS,
Chief of Police

TBC/skj

DATED: 6-25-08

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

CR-5

DATE: July 1, 2008

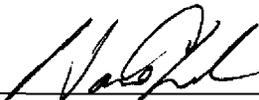
TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Traffic Signal Maintenance Agreement – M-52 at Siena Heights Dr.

On June 2, 2008, the City Commission approved an intergovernmental cost-sharing agreement with MDOT for the maintenance of traffic signals at various trunk-line intersections within the city. Due to an oversight, the traffic signal at the intersection of M-52 (N. Main) and Siena Heights was excluded. MDOT has asked that we approve the maintenance of this signal at an annual cost of \$540.00.

I urge your favorable consideration to enter into an intergovernmental agreement for maintenance of the traffic signal at M-52 and Siena Heights, participation in cost-sharing based on appropriate allocation to benefitting parties, and authorizing the City Engineer to execute the cost sharing forms on behalf of the City of Adrian.



Dane C. Nelson
City Administrator

DCN:bjw



MEMO

Date: May 1, 2008

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

From: Kristin Bauer, City Engineer

Re: Trunk-Line Traffic Signal Maintenance Cost Sharing Resolution– Addendum

On June 2, 2008 the City Commission considered and approved Resolution R08-090, Trunk-Line Traffic Signal Maintenance Cost Sharing Resolution, authorizing the City Engineer to sign pertinent agreements with the Michigan Department of Transportation (MDOT). An oversight excluded the traffic signal at the corner of M-52 (Main St.) and Siena Heights.

The attached resolution is intended to correct this situation by including the aforementioned traffic signal in the subject cost sharing agreement. If you have any questions or need for further information, please contact my office.

June 23, 2008

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Traffic Signal Cost Agreement



Enclosed is a resolution to accept cost sharing agreements for traffic signals at M-52 and Siena Heights Dr. within the City of Adrian. In a discussion with the Michigan Department of Transportation, they discovered they were missing paperwork on several intersections with the City. The enclosed resolution is to complete the paperwork that is missing in their office and complete the approval processes.

These signals are not new and have been in use for many years. The expenditure of funds for this is in our current budget and in line with monies already paid for our portions of maintenance and power to these signals.

CR08-052

July 7, 2008

**RE: DEPARTMENT OF PUBLIC WORKS – Trunk-Line Traffic Signal
Maintenance Cost Sharing Agreement - Addendum**

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution #R05-039 dated March 7, 2005, authorized an intergovernmental agreement with the Michigan Department of Transportation (MDOT) to modernize the trunk-line traffic signals in the City of Adrian at the following specific intersection:

- M-52 (Main) at Siena Heights Drive; and

WHEREAS, although the primary cost of installation was absorbed by a federal grant, the City of Adrian's financial obligation under this agreement amounted to \$2,232; and

WHEREAS, in an effort to update their records regarding the maintenance of the aforementioned signal, MDOT is requesting that the City of Adrian enter into an intergovernmental cost-sharing agreement for purposes of maintaining the traffic signal on M-52 at Siena Heights at an estimated annual cost of \$540; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Major Street Fund (202), derived from the city's allocation of Public Act 51 monies; and

WHEREAS the City Engineer and City Administrator recommend approval of this resolution, including agreement to the subject traffic signal maintenance cost-sharing arrangement, as well as authorization for the City Engineer to sign cost agreement forms on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission by this resolution hereby agrees to the intergovernmental agreement with the Michigan Department of Transportation (MDOT) for maintenance of the trunk-line traffic signal at M-52 (Main Street) and Siena Heights Drive in the City of Adrian, to cost participation based on appropriate allocation to benefiting parties, and authorizing the City Engineer to sign cost agreement forms on behalf of the City.

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

REGULAR
AGENDA

0-1

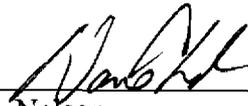
MEMO _____



DATE: June 13, 2008
TO: Honorable Mayor and City Commissioners
FROM: Dane C. Nelson, City Administrator
SUBJECT: Ordinance 08-10 – Housing Shelters

The proposed amendments included in Ordinance 08-10 are designed to create specific language to address “housing shelters”. This language is a result of numerous meetings held by the Community Development Director and representatives from local social organizations involved in providing services to homeless individuals and similar needs.

The proposed ordinance is different than the ordinance initially approved by the Planning Commission. The revised ordinance eliminates such shelters in the Central Business District, which were potentially able to be allowed in the version recommended by the Planning Commission. The City Attorney has determined that allowing transitional housing facilities in only a portion of a zoning district is not permissible, thus, this section has been removed. As a result, such transitional facilities would only be allowed in RM-1 Low-Rise Multiple Family Residential Districts, RM-2 High Rise Multiple Family Residential Districts and R-0 Residential Office Districts.



Dane C. Nelson
City Administrator

DCN:bjw

ORDINANCE NO. 08-10

AN ORDINANCE TO AMEND SECTIONS 2.41.01, 2.52(C), 8.2 , 9.2 AND 12A.03 OF THE ZONING/DEVELOPMENT REGULATIONS BY THE ADDITION AND/OR DELETION OF LANGUAGE TO ADDRESS "HOUSING SHELTERS".

The City of Adrian Ordains:

1. Amend Section 2.41.01 of Article II- Definitions to read as follows: (*new language is in bold, deleted language is crossed out*)

Section 2.41.01 Congregate Living Facility

~~A type of residential facility for a person or persons that is maintained by an organization recognized by the State of Michigan as a non-profit, whereby the facility complies with all requirements of the Michigan Property Maintenance Code. Persons living in such a facility are likely or contemplated to stay for a limited or temporary duration.~~ **A residential housing structure, owned, operated or sponsored by a U.S. Internal Revenue Service-designated tax-exempt Michigan non-profit corporation, whose occupants are likely or contemplated to reside for a limited or temporary duration. Congregate living facilities shall be further defined by, but not limited to, the following sub-categories:**

A. Fraternity or Sorority House

***Fraternity or sorority house* means a building, rented, occupied or owned by a national or local chapter of a regularly organized college fraternity or sorority which is officially recognized by a college or university, or by or on its behalf by a building corporation or association composed of members of such fraternity or sorority, as a place of residence.**

B. Dormitory or Residence Hall

***Dormitory or Residence Hall* means those facilities used for housing students, which are owned and controlled by an educational institution and which are to be distinguished from hotels, motels, and boarding houses. The terms "dormitory" and "residence hall" are to be used synonymously.**

C. Student Group Home

Student Group Home means those facilities where occupants are students whose relationship is of a non-permanent character, where the common living arrangement(s) is organized by a college or university and is directly related to academic study, and where such arrangement(s) is likely or contemplated to exist for a limited or temporary duration.

D. Housing Shelter

A structure providing necessary and temporary housing for persons or families, for no more than seven (7) months. Minors (age 18 years or younger) accompanied by a parent or a guardian shall not be counted in the number of unrelated persons. Housing shelters shall be subject to the following conditions:

- 1. The housing shelter shall be located on a major, minor or collector street as defined by the Existing Functional Classification System map.**
- 2. The housing shelter shall provide on-site supervision of occupants at any time occupants are at the shelter.**
- 3. Residents of the shelter shall not possess alcohol, weapons, or illegal drugs.**
- 4. The shelter shall be screened from view from abutting and/or adjoining residential properties.**
- 5. The shelter shall be accessory to the principal use, which may be located in a permanent structure itself or be located in a portion of the host principal use structure. Examples of a host principal use structure include a church or other type of non-profit organization, whereby the principal use structure may also serve as a host for a shelter.**
- 6. Occupant capacity shall be in conformance with the Michigan Building Code and Property Maintenance Code as adopted by the City.**
- 7. A principal use shall house no more than one (1) housing shelter.**
- 8. The shelter must be open for occupants on 24 hour-per-day, 7 day-per-week basis. Daytime availability may be established by arrangement with a secondary Michigan non-profit organization that clearly demonstrates capacity and**

availability to host occupants, and where such arrangement is certified through an executed written agreement.

E. Transitional Housing Facility

A permanent structure, whereby the principal use provides transitional housing for one (1) or more unrelated persons, and also offers food, shelter and programming that assist in helping to improve the basic needs of occupants. Transitional housing facilities shall be subject to the following conditions:

1. Occupant capacity shall be in conformance with the Michigan Building Code and Property Maintenance Code as adopted by the City.
2. The facility must offer on-site support services and programming to improve the basic needs of occupants on a 24-hour- per-day, 7 day-per-week basis.
3. The facility shall be screened from view from abutting and/or adjoining residential properties.

F. Temporary Shelter

A Temporary Shelter is intended to provide emergency short-term housing for one (1) or more unrelated persons and offers food, shelter and programming that assist in helping to improve the basic needs and conditions of occupants. Permits shall be subject to Section 4.8, Permits for Temporary Buildings, Structures and Uses and considered only in emergency cases when a Housing Shelter is at or over capacity. The need for a Temporary Shelter must be verified to the Board of Zoning Appeals.

2. Amend Subsection (C) of Section 2.52 of Article II – Definitions as follows:

Section 2.52 Family

- A. Domestic Family: One or more persons living together and related by the bonds of consanguinity marriage, or adoption together with servants of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as single, domestic housekeeping unit in the dwelling.
- B. Functional Family: No more than six (6) persons living together in a dwelling unit whose relationship is of a permanent and distinct character and is the functional equivalent of a domestic family with

a demonstrable and recognizable bond which constitutes the functional equivalent of the bonds which render the domestic family a cohesive unit. All persons of the functional equivalent of the domestic family must be cooking and otherwise housekeeping as a single nonprofit unit. The definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization, or group where the common living arrangements and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

- C. **Group Family:** Persons living together in a dwelling unit whose relationship may be of a non-permanent character, but may also contain domestic or functional families. All persons of a group family must be cooking and otherwise housekeeping as a single household unit **and shall be operated under license from the State of Michigan or control by a U.S. Internal Revenue Service-designated tax-exempt Michigan non-profit corporation. This definition shall be limited to residential dwelling units and does not include congregate living facilities.**

3. Add new Subsections 5, 6, and 7 to Section 8.2 of Article VIII – RM-1 Low Rise Multiple Family Residential District to read as follows:

SECTION 8.2 USES SUBJECT TO ZONING EXCEPTION PERMIT:

1. Congregate living facilities, subject to Section 25.13
2. Single-room occupancy facilities, subject to Section 25.12
3. Housing for the elderly, subject to Section 24.02
4. Group family homes, subject to Section 2.52 (C) and Section 25.15
5. **Housing Shelters subject to the following conditions:**
 - (a) **Each facility shall not be less than 300 feet from another such facility.**
 - (b) **Subject to Section 2.52 (C) and Section 25.15.**
6. **Transitional Housing Facilities subject to the following conditions:**

- (a) Each facility shall not be less than 300 feet from another such facility.
 - (b) Subject to Section 2.52 (C) and Section 25.15.
- 7. Temporary Shelters subject to the following conditions:
 - (a) Each facility shall not be less than 300 feet from another such facility.
 - (b) Subject to Section 4.8
- 4. Add a new Subsections 5, 6, and 7 to Section 9.2 of Article IX – RM-2 High Rise Multiple Family Residential District.

SECTION 9.2 USES SUBJECT TO SPECIAL EXCEPTION PERMIT:

- 1. Housing for the elderly, subject to Section 24.02.
- 2. Congregate living facilities, subject to Section 25.13.
- 3. Convalescent and nursing homes subject to Section 25.09.
- 4. Private clubs and lodges, subject to Section 25.05.
- 5. **Housing Shelters subject to the following conditions:**
 - (a) Each facility shall not be less than 300 feet from another such facility.
 - (b) Subject to Section 2.52 (C) and Section 25.15.
- 6. **Transitional Housing Facilities subject to the following conditions:**
 - (a) Each facility shall not be less than 300 feet from another such facility.
 - (b) Subject to Section 2.52 (C) and Section 25.15.
- 7. **Temporary Shelters subject to the following conditions:**
 - (a) Each facility shall not be less than 300 feet from another such facility.
 - (b) Subject to Section 4.8.

5. Add new subsections 10, 11 and 12 to Section 12A.03 of Article XIA – R-O Residential Office District.

SECTION 12A.03 USES SUBJECT TO A ZONING EXCEPTION PERMIT:

1. Mortuaries, subject to Section 14.03 (9).
2. Standard restaurants as defined in Section 2.99.15 (D), subject to Section 4.37 (H)(3)(g).
3. Bed and breakfast facilities subject to Section 25.04.
4. Group family homes, subject to Section 2.52 (C) and Section 25.15.
5. Churches, subject to Section 25.07.
6. Medical offices, including clinics and medical laboratories.
7. Child care centers as defined in Section 2.46 (A).
8. Veterinary clinics and veterinary hospitals provided that all activities are conducted within a permanently enclosed building.
9. Three- and four-family dwelling units, provided that:
 1. Two parking spaces are provided for each unit.
 2. Minimum floor area of 400 square feet for a one bedroom, or efficiency shall be provided. For each additional bedroom, an additional 100 square feet shall be provided.
10. **Housing Shelters subject to the following conditions:**
 - (a) **Each facility shall not be less than 300 feet from another such facility.**
 - (b) **Subject to Section 2.52 (C) and Section 25.15.**
11. **Transitional Housing Facilities subject to the following conditions:**
 - (a) **Each facility shall not be less than 300 feet from another such facility.**
 - (b) **Subject to Section 2.52 (C) and Section 25.15.**

12. Temporary Shelters subject to the following conditions:

- (a) Each facility shall not be less than 300 feet from another such facility.**
- (b) Subject to Section 4.8.**

INTRODUCTION July 7, 2008

SUMMARY PUBLISHED

ADOPTION.....

COMPLETE PUBLICATION.....

EFFECTIVE DATE

On Motion by Commissioner _____,
supported by Commissioner _____, this Ordinance
was _____ by a _____ vote.

0-2

MEMO



DATE: July 1, 2008
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Ordinance 08-11 – Residential Trash Collection

Several months ago, an issue arose as to whether or not residential trash pickup should occur for homes located on private streets. The ordinance in place indicates that trash may only be picked up on city right-of-ways on city streets only. When trash pickup was stopped in the Bradish Street area, the residents on those streets objected for a number of reasons, including their payment of tax millage for this service.

To address this situation, I have prepared a proposed amendment to this ordinance which would allow for trash to be picked up on residential properties that do not abut a city right-of-way or city street with certain conditions. Generally, the conditions are that the owner of the road will not make any claim against the trash pickup provider for any damages sustained to the road, as often private streets are not built to city standards. In addition, if the property is not able to be served by using a private street, the City Engineer is authorized to look at other ways to provide curb side collection, such as the pick up of such trash on city streets in approved locations. Lastly, the properties to be served must also pay the city millage that may be levied for residential trash collection, which would preclude mobile homes located on private streets from obtaining this city service.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:bjw

0-2

ORDINANCE 08-11

AN ORDINANCE TO AMEND SECTION 66.42 (b) OF CHAPTER 66, ARTICLE II -- RESIDENTIAL TRASH COLLECTION, WHICH IS HEREBY AMENDED BY NUMBERING FIRST PARAGRAPH OF SECTION (b) AS (1), ADDING SECTION (b) (2) and SUBSECTIONS (i), (ii), (iii), (iv), (v) (**changes in bold**):

Sec. 66-42. Residential collection

- (a) The city will provide once a week curbside refuse collection to the property owner or occupants. The weekly schedule shall be determined by the city engineer. The regular pickup schedule shall be kept on file with the engineering department for review.

- (b)
 - (1) Refuse shall be set out for pickup on the city right-of-way on city streets only. No refuse shall be set out for pickup prior to 6:00 p.m. the evening before the scheduled day of pickup.

 - (2) **In the event the residential property does not abut or is not on a city right-of-way or a city street, refuse collection may be provided by the city, subject to the following conditions:**
 - (i) **The use of the property must meet the definition of “residential” as set forth in this ordinance.**

 - (ii) **The city engineer must determine, at the sole discretion of the engineer, that there is suitable and safe access to the property for vehicles being utilized for the collection by the city provider.**

 - (iii) **Each residential unit served shall pay the millage levied by the city for trash collection.**

- (iv) **The owner of any private street or drive which is approved for such pickup must execute a waiver and release of liability to the city and its contracted provider for collection service for any damage that may result to any such private street or drives caused by the vehicles utilized for collection.**
- (v) **If the city engineer determines that access is not suitable or safe, a suitable collection point on an adjacent city right-of-way may be considered for curbside collection, with such arrangement to be approved at the sole discretion of the city engineer. Any such residential properties served in this manner must also pay the city millage levied for trash collection.**
- (c) While on private property, refuse shall be store in a covered container constructed of plastic, metal or other rodent-proof material. Any garbage stored in such containers shall be in an airtight container or bag that shall be tied.
- (d) No refuse, baled papers or baled cardboard containers shall be placed on the sidewalk or street in a manner to congest either pedestrian or vehicular traffic.
- (e) All refuse set out for pickup shall be in a disposable container or be disposable in its entirety, except certain containers may be used to store and transport refuse to the curb for collection. Such containers shall be less than 100-gallon capacity, be equipped with wheels and have a non-detachable lid. Containers must be provided or approved by the contractor. The cost of such containers shall be paid by the property owners. Containers shall be placed for collection no earlier than 6:00 p.m.

of the day before collection, and shall be removed from the curb no later than 8:00 p.m. the day of service.

- (f) All garbage must be placed in plastic bags which must be tied. No single item, container or bundle shall weigh more than 50 pounds and shall not exceed three feet in length, nor three feet in height.
- (g) Cardboard cartons may be set out for pickup, provided such cartons do not include any garbage. The city will not be responsible for any material placed inside of the box if the box or carton should fall apart prior to the time or at the time the box is picked up for collection purposes. Such cartons shall be secured, tied or covered in such a manner as to ensure that any items inside of the box may not be removed prior to the carton being picked up at collection time.
- (h) Materials from remodeling, repairing or building operations will not be picked up, except materials of a very minor nature which can be put in a disposable container.
- (i) Appliances and other items containing Freon shall not be placed for collection unless the Freon has been removed by a certified Freon removal facility. Proof of Freon removal shall be affixed to the item by the Freon removal facility.
- (j) There shall be no collection at any time by the city of liquids, tires, batteries, barrels or other items that are not accepted at the landfill or landfills used by the city. The engineering department shall keep on file a list of such items that are not acceptable for dumping at such landfills.
- (k) The city shall not collect or pay for any pickup of refuse placed in dumpsters over 100-gallon capacity. However, if a dumpster is used for

collection by a private service, grease, garbage and other such types of material shall be placed in another airtight case, tied plastic bag or carton before being placed in the dumpster. Dumpsters must be placed on private property or on a location approved by the engineer.

- (l) A person who violates any of the provisions of this section is responsible for a municipal civil infraction.

INTRODUCTIONJuly 7, 2008
SUMMARY PUBLISHED
ADOPTION
COMPLETE PUBLICATION.....
EFFECTIVE DATE.....

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

0-3

ORDINANCE 08-12

AN ORDINANCE TO AMEND SECTION 46-56 (a) BY DELETING THE LANGUAGE IN SUBSECTION (8) (a) (b) and (c) AND ADDING FEE AMOUNT AFTER (8) – CLOSING OUT SALE.

(Items to be deleted appear with line through text; additions shown in bold. Balance of Sec. 46-56 remains unchanged.)

(a) The fee required to be paid, the amount of any bond required to be posted or insurance required to be posted or insurance required to be carried to obtain any license to engage in the operation, conduct or carrying on of any of the trades, professions, businesses or privileges for which a license is required by the provisions of this Code shall be as follows:

- 8. Closing-Out Sale.....**\$50.00**
 - a. ~~30 days.....\$ 50.00~~
 - b. ~~60 days.....\$100.00~~
 - c. ~~Supplemental License.....\$ 25.00/day~~

INTRODUCTIONJuly 7, 2008

SUMMARY PUBLISHED.....

ADOPTION.....

COMPLETE PUBLICATION.....

EFFECTIVE DATE.....

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

Sec. 46-56. Schedule established.

(a) The fee required to be paid, the amount of any bond required to be posted or insurance required to be carried to obtain any license to engage in the operation, conduct or carrying on of any of trades, professions, businesses or privileges for which a license is required by the provisions of this Code shall be as follows:

- (1) Amusement device:
 - a. Operator's license:
 1. First machine . . . 150.00/year
 2. Each additional machine:
 - i. per year . . . 15.00
 - ii. per day . . . 2.00
 - b. Owner's license:
 1. First machine . . . 50.00/year
 2. Each additional machine:
 - (i) per year . . . 15.00
 - (ii) per month . . . 2.00
- (2) Animal show: (see "Circuses, shows, and exhibitions")
- (3) Bankruptcy sale: (see "Closing-out sale")
- (4) Bed and Breakfast operations . . . 50.00/year
- (5) Billiard room: (see "Pool room")
- (6) Bowling alley (per alley) . . . 5.00/year
- (7) Building permit: (see chapter 98)
- (8) Closing-out Sale:
 - a. 30 days . . . 50.00
 - b. 60 days . . . 100.00
 - c. Supplemental license . . . 25.00/day
- (9) Coin machine: (see "Amusement device")
- (10) Circuses, shows, and exhibitions:
 - a. Show . . . 50.00/day
 - b. Animal show . . . 10.00/day
 - c. Exhibition . . . 10.00/day
- (11) Dance halls . . . 25.00/year
- (12) Distressed merchandise sales: (see "Closing-out sales")
- (13) Deposits: (see chapter 98)
- (14) Electrical contractors: (see chapter 98)
- (15) Master electricians: (see chapter 98)
- (16) Journeyman electricians: (see chapter 98)
- (17) Industrial electrical contractor: (see chapter 98)

- (18) Insurance or Bond:
 - a. Personal injury (one person) . . . 300,000.00
 - b. Personal injury (2 or more persons) . . . 300,000.00
 - c. Property damage . . . 100,000.00
- (19) Exhibitions: (see Circuses, shows, and exhibitions)
- (20) House trailers (1--21-day permit) . . . 25.00
- (21) Junk dealer . . . 10.00/year
- (22) Mechanical amusement device: (see "Amusement device")
- (23) Parks - concession stands:
 - a. Annual permit . . . 50.00
 - b. Daily permit . . . 5.00
- (24) Peddlers:
 - a. Annual permit . . . 75.00
 - b. Daily permit . . . 20.00
- (25) Pool rooms (per table) . . . 5.00/year
- (26) Roller skating: (see "Skating rinks")
- (27) Sales: (see "Closing-out sales")
- (28) Secondhand dealers: (see "Junk dealers")
- (29) Shuffle board: (see "Amusement device")
- (30) Skating rinks . . . 25.00/year
- (31) Taxicabs (per vehicle) . . . 50.00/year
- (32) Taxicab driver . . . 5.00/year
- (33) Theaters . . . 25.00/year
- (34) Transient merchant:
 - a. Annual fee . . . 75.00
 - b. Daily fee . . . 20.00

(b) No license shall be issued to any applicant unless he first pays to the city clerk the fee and posts a bond or evidence of insurance coverage in the amount required for the type of license desired. Industrial electrical contractors (see section 10-33) shall furnish an all perils or umbrella insurance policy in the minimum amount of \$1,000,000.00.

(Code 1972, §§ 7.31, 7.33--7.38)

Secs. 46-57--46-90. Reserved.

R-1



MEMO

DATE: June 24, 2008
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: College Park Subdivision

This area involves approximately 103 homes near the Adrian College campus. The road surface on these streets and courts has been in disrepair for a number of years, with repairs having been delayed until needed water lines were scheduled and installed for this area. The plan was to mill and resurface the streets after the water lines had been installed. The project included spot repairs for curb and gutter, as needed, which work would have been at the cost of the city.

Once the excavation took place for the water lines, it was clear that there was not sufficient road base, making it an unreasonable expense to simply mill and resurface the area. In addition, the curb and gutter spot repair (typically completed at city cost, as the repairs are generally due to catch basin failure, etc.) was much more extensive than anticipated. It is estimated that approximately 45% of the curb needs replacing in this area. Once again, it appears to be an unreasonable expense for the city to make these repairs, leaving the remainder to be replaced in a matter of a few years.

My recommendation is to change the scope of work for this project. Funds are available in the local street fund, although it will utilize much of the balance in the account. The new scope of work will include a complete new road base, as well as a new surface for all of the streets. This will be done at no cost to the homeowner, but will obviously be done at an increased cost to the city. The entire curb and gutter system should be replaced at the same time, with the homeowners to be assessed for curb, gutter and driveways. In the event that new driveways were recently installed by the homeowners, there would be no assessment for such homeowners. I am advised that the average cost would be approximately \$2,000, which would be payable over 10 years, with interest. The other option would be to complete the rebuilding of the road base along with the new paving and not complete any curb and gutter at this point. Eventually, this work will need to be completed, which would be fully assessed at that time to the homeowners.

My thought is that the curb, gutter and driveways should be completed at the same time the new streets are being constructed, primarily for convenience of the owners and to

save extra costs. It would be more expensive to come back at a later time to replace curb and gutter after a new road had already been built.

We are starting the process for the special assessment for this area. If you determine to only have the road rebuilt, there will be no need to take any further action to create an assessment district. The City Engineer is attempting to confirm the favorable pricing that was obtained earlier this year for other city projects.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dane C. Nelson". The signature is stylized and cursive.

Dane C. Nelson
City Administrator

DCN:bjw

June 24, 2008

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: College Park Sub, Sherman and Vine St.



In our conversations regarding the many issues with the scheduled roadwork in the College Park subdivision, Vine St (Madison to College Park) and Sherman St (Madison to Forest), it was discussed that our current project would change from the proposed mill and resurfacing project to a complete reconstruction of the subdivision, pending available funds. This new project would include new curb and gutter, drive approaches, road base, and paving. As in the past, these types of projects are treated as special assessments to the homeowners for the concrete curbs and the concrete approaches.

Because of our desire to complete this work as a reconstruction project I recommend that we begin the steps to set a public hearing for development of the special assessment district at the July 7, 2008 City Commission meeting with the public hearing set for the July 21, 2008 meeting.

My department is actively completing a list of the owners that will be impacted by this decision and an estimated cost for the assessments to these properties.

If you have any further questions on this issue please contact me.

RE: ENGINEERING DEPT. – ESTABLISH SPECIAL ASSESSMENT DISTRICT FOR IMPROVEMENTS IN THE COLLEGE PARK SUBDIVISION, INCLUDING VINE ST. (MADISON TO COLLEGE PARK) AND SHERMAN ST. (FOREST TO MADISON) - SAD #376

RESOLUTION

WHEREAS, the City Administrator has recommended that College Park Subdivision, Vine St., and Sherman St. from Michigan Ave. to Madison St. be improved by the construction of curb and gutter, driveway approaches, road base, asphalt surfaces and other appurtenances on a special assessment basis, has prepared and filed plans and specifications for the proposed construction, and has prepared and filed a report and recommendation relating thereto pursuant to the provisions of Section 1.205 of the Adrian City Code.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Commission deems and declares its intention to improve College Park Subdivision, Vine and Sherman.
2. That the estimated cost thereof is \$700,000.
3. That \$440,000 of the said estimated cost shall be defrayed by special assessment and \$260,000 shall be paid from the local street fund.
4. That the proposed special assessment district shall include the following land and premises:

Special Assessment Properties

College Park Subdivision including College Park Dr., Harrison Pl., Anthony Ct., Feeman Ct., Forest St., Spencer Pl., Sherman Ct., as well as, Vine St. (from Madison St. to College Park Dr.) and Sherman St. (Madison St. to Forest St.)

5. That special assessments to defray the cost of the proposed improvements shall be levied on the lands and premises within the proposed special assessment district according to frontage.
6. That the report of the City Administrator be filed with the City Clerk forthwith for public examination.
7. That the City Commission will meet in the Commission Chambers at Adrian City Hall at 7:00 p.m. on Monday, July 21, 2008, for the purpose of hearing and considering comments to the proposed improvements or to the inclusion of any property within the proposed special assessment district.
8. That the City Clerk will mail notice of the intention to make the said improvements to all interested parties pursuant to the provisions of Section 1.260 of the Adrian City Code.

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

R-2

DATE: July 2, 2008
TO: Honorable Mayor and City Commissioners
FROM: Dane C. Nelson, City Administrator
SUBJECT: Two-Way Traffic Design Services

A proposal was recently received from URS Corporation for design services for the two-way traffic project in downtown Adrian. These services would include surveying, signal design, geotechnical work, design of intersection improvements and ADA compliance, reconstruction design of Church from Maumee to Winter, pavement marking plans, construction staging and public meetings.

URS recently completed the feasibility study on this project, and I recommend that they be retained for design services on this project. Funds are available in the two-way street circulation-CDBG (\$30,000) and Local (\$90,000) accounts for these design services.



Dane C. Nelson
City Administrator

DCN:bjw

June 27, 2008

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Two Way Traffic Design Services



In 2004, the City began the process of studying the feasibility of converting the one-way streets in the downtown area to all two-way traffic. This process was completed and recently we received approval from the Michigan Department of Transportation (MDOT) to proceed with this project.

URS Corporation was previously retained to complete the feasibility study for the City. They have submitted a proposal to enter into a Professional Design Service contract with the City of Adrian to carry this project into the design phase. These services would include all the surveying, signal design, geotechnical work, intersection improvements and ADA compliance, reconstruction of Church St from Maumee to Winter, pavement marking plans, construction staging and public meetings. The cost for this design work is proposed at \$120,000 which is approximately 10% of the construction project cost estimate and reasonable for the scope of work.

Due to familiarity with this project and the design services cost of \$120,000, I recommend we waive the competitive bid process and retain URS Corporation to complete the above scope of work associated with our Two-Way Traffic Conversion Project.

Funds for this design service project will be drawn from the following accounts Two-Way Street Circulation – CDBG (\$30,000) and the Two-Way Street Circulation – Local (\$90,000).



June 16, 2008

Ms. Kristin Bauer, PE
City Engineer
City of Adrian
100 E. Church Street
Adrian, Michigan 49221

**RE: Proposal for Design Services -
Two-Way Street Conversion in the City of Adrian**

Dear Kristin:

As you are aware, URS has worked with the City over the past three years in developing a traffic study that eliminates the existing one-way pairs through downtown Adrian. We have worked closely with Adrian in developing solutions that are agreeable to both the City and MDOT.

Now that the project is moving from the study phase to the design phase, we are pleased to submit a proposal to complete design services related to the Two-Way Street Conversion. These services include the following:

1. **Topographic/Design Survey.** In order to complete the design portion of this project, a topographic design survey will be required. This survey will be used to create the base mapping that is required for the construction sheets. As previously discussed, the design survey has to be completed per Michigan Department of Transportation Standards (i.e. State Plane Coordinates and NAVD 88 Datum). The URS team is prequalified for surveying tasks by MDOT. Based on discussions with the City and MDOT, the project will include survey at the following locations:
 - Main Street/Maple Street Intersection
 - Main Street/Front Street Intersection
 - Broad Street/Front Street Intersection
 - Winter Street/Church Street Intersection
 - Main Street/Church Street Intersection
 - Winter Street/Main Street/Nelson Street Intersection
 - Church Street/Maumee Street Intersection
 - Church Street from Maumee Street to Winter Street

Based on these locations, the survey cost is **\$13,000** for all locations.

2. **Traffic Signal Design.** Traffic signal design services are required for implementation of the plan. Full modernization design plans, including box-span signals will be designed at the following intersections following MDOT standards:
 - Main Street/Maple Street Intersection
 - Main Street/Front Street Intersection
 - Main Street/Church Street Intersection



- Winter Street/Church Street Intersection
- Winter Street/Main Street/Nelson Street Intersection

Signal modifications will also be required at the following city signals. These modifications are required to erect signal heads facing both directions of the previously one-way road. No work is anticipated at any poles. Design of new signal poles will require additional services.

- Main Street/Maumee Street Intersection
- Main Street/Toledo Street Intersection
- Broad Street/Maumee Street intersection
- Winter Street/Maumee Street Intersection

Based on these locations, the traffic signal design cost is **\$28,000** for all locations listed above.

- 3. Geotechnical Investigation.** As mentioned above, five signals will be upgraded to a box-span configuration. This will require new strain poles at these intersections. With that in mind, we estimate twenty (20) soil borings will be required for the work. Based on discussions with the City and MDOT, the project will geotechnical information at the following locations:

- Main Street/Maple Street Intersection
- Main Street/Front Street Intersection
- Main Street/Church Street Intersection
- Winter Street/Church Street Intersection
- Winter Street/Main Street/Nelson Street Intersection

Based on these locations, the survey cost is **\$15,000** for all locations.

- 4. Intersections Improvements including ADA Compliant Sidewalk Ramps.** URS will prepare road plans for all areas requiring widening as outlined in the Two-Way Study. These will include construction sheets with detail grade data. In addition, all intersections impacted with widening or traffic signal upgrades will have to be constructed to current ADA standards. This work will include detail grade sheets with slopes and elevations for all proposed sidewalk ramps. Based on discussions with the City and MDOT, the project will include upgrades at the following locations:

- Main Street/Maple Street Intersection
- Main Street/Front Street Intersection
- Broad Street/Front Street Intersection
- Winter Street/Church Street Intersection
- Main Street/Church Street Intersection
- Winter Street/Main Street/Nelson Street Intersection
- Church Street/Maumee Street Intersection
- Church Street from Maumee Street to Winter Street

Based on these locations, the design cost is **\$15,000** for all locations.



5. **Church Street Reconstruction from Maumee Street to Winter Street.** URS will prepare road plans per MDOT standards and requirements for the portion of Church Street that will be turned over to MDOT. This will include all typical cross sections, plans, profiles, detail sheets and other sheets required to complete the roadwork. In order for MDOT to accept the roadway, we are assuming that MDOT specifications will have to be used for the project.

Based on these limits, the road design cost is **\$25,000**.

6. **Permanent Pavement Markings and Permanent Signing Plans.** URS will prepare permanent pavement marking and signing plans for all impacted streets in the Two-Way Street Study area. The plans will follow MMUTCD requirements. The proposed markings and signs will be depicted in Plan View with appropriate callouts and quantity calculations. All MDOT routes will follow MDOT standards for signing and pavement markings.

The cost to prepare permanent signing and permanent pavement marking plans is **\$10,000**.

7. **Maintenance of Traffic and Construction Staging Plans.** URS will prepare maintenance of traffic (MOT) plans, including any staging necessary to fully convert the city street system to two-way flow. The development of these plans will also include preparation of a Special Provision for Maintaining Traffic to provide the desired traffic restrictions for work to be completed by the Contractor.

The cost to prepare maintenance of traffic plans and provisions is **\$10,000**.

8. **Public Involvement.** Due to the significance of this project, we assume that 1-2 public informational meetings will be required. For this task, in addition to attending the meetings, we will prepare exhibits and develop presentation material in cooperation with the City.

The cost for this level of public involvement is **\$4,000**.

This brings the total project fee to **\$120,000**.

As previously discussed, we anticipate that the project schedule will be as follows:

<u>Task:</u>	<u>Approximate Date:</u>
Receive Authorization to Proceed from the City	July 7, 2008
Submit Base Plans (approximately 40% complete)	September 15, 2008
Submit Preliminary Plans (approximately 75% complete)	November 14, 2008
Attend Preliminary Plan Review Meeting	December 2, 2008
Submit Final Plans (approximately 100% complete)	January 12, 2009
Advertise for Bids	January 26, 2009
Open Bids	February 26, 2009
Begin Construction	April/May 2009



If you have any questions or comments, please feel free to call.

Sincerely,

URS Corporation

A handwritten signature in black ink, appearing to read "Theresa S. Petko".

Theresa S. Petko, Vice President
Surface Transportation Group Manager

A handwritten signature in black ink, appearing to read "Ben Kelsch".

for Mike DeVries, PE
Manager of Traffic Engineering

SNK/mm

Re: CITY ENGINEER/DEPARTMENT OF PUBLIC WORKS – Authorization to Engage in Professional Services Contract for Design Services – Two-Way Street Conversion

RESOLUTION

WHEREAS, the Downtown Development Authority (DDA), through its “Blueprint for Downtown Action Plan”, has proposed a Streetscape District Improvement Plan which includes converting the street system to a two-way operation; and

WHEREAS, the Adrian City Commission approved Resolution R04-106, dated June 21, 2004, authorizing the engagement of URS Corporation, Farmington Hills, MI to prepare a Traffic Circulation Study for Downtown Adrian; and

WHEREAS, the \$55,000 original contract, plus \$7,500 Change Order to provide an estimate of design engineering costs authorized by Resolution #R07-039 dated February 5, 2007, has been completed and provides an inventory of the benefits and impacts of the two-way conversion, including safety, mobility, traffic flow, transit operations, access and loading to commercial areas, access to and through residential areas, distribution of traffic on the proposed street system, adequacy of the design geometrics, formulation of a traffic control plan, and evaluation of the level of service (LOS) of the proposed traffic system relative to the existing system, as well as an estimated cost of \$120,000 to perform the design engineering necessary for the proposed project; and

WHEREAS URS has submitted a proposal, with the following Scope of Work, to perform such services:

- Topographic/Design Survey	\$ 13,000
- Traffic Signal Design/Modifications	28,000
- Geotechnical Investigation	15,000
- Intersection Improvements, including ADA Compliant Sidewalk Ramps	15,000
- Church Street Reconstruction – Winter to Maumee	25,000
- Permanent Pavement Markings and Signing Plans	10,000
- Maintenance of Traffic and Construction Staging Plans	10,000
- Public Involvement – Two Public Information Meetings	<u>4,000</u>
Total	<u>\$120,000</u> ; and

WHEREAS, the Adrian City Commission, by Resolution #R08-066 dated May 5, 2008 adopted the FY2008-09 Budget and General Appropriations Act, including the newly established Fund 283 – Vibrant Small Cities Grant Fund, which includes \$1,508,000 funding for the Two-Way Street Project; and

WHEREAS, sufficient funds are available in Fund 283 – Vibrant Small Cities Grant Fund for this purpose in the following accounts:

(283-480.00-801.001) Two-Way Street Circulation – CDBG	\$ 30,000
(283-480.00-801.002) Two-Way Street Circulation – LOCAL	<u>90,000</u>
Total	<u>\$120,000</u> ; and

WHEREAS, the City Engineer, Community Development Director and City Administrator recommend engagement of URS, Corporation, Farmington Hills, MI in the City's Standard Professional Services Contract to perform the necessary design engineering services related to the Two-Way Street Project at a cost not to exceed \$120,000 and, due to the vendor's past involvement and working knowledge of the project, the best interests of the City would be served by waiving the competitive bid process.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, authorizes engagement of URS, Corporation, Farmington Hills, MI in the City's Standard Professional Services Contract to perform the necessary design engineering services related to the Two-Way Street Project at a cost not to exceed \$120,000.

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

BE IT, FURTHER, RESOLVED that execution of this authorization is conditioned upon prior approval of the Vibrant Small Cities Grant by the Michigan State Housing development Authority (MISHDA).

On motion of Commissioner _____,
seconded by Commissioner _____, the above
resolution was _____ by a _____ vote.

R.3

R08-099

July 7, 2008

RE: PURCHASE AGREEMENT – 159 E. MAUMEE STREET

RESOLUTION

WHEREAS, in the area proposed for the new City Complex and for the location of the new Adrian Police Department, it is desirable to obtain real property from the school district for the City of Adrian for the property located at the corner of Broad Street and E. Maumee Street in the City of Adrian; and

WHEREAS, negotiations have occurred between the Superintendent of said school district and the City Administrator for the purchase of said property for the sum of \$140,000; and

WHEREAS, the Finance Director indicates that there are sufficient funds available for this purpose in the General Fund Designated Fund Balance (101-000.00-393.002) for the City Hall Complex and recommends that they be appropriated to the General Fund Other Projects budget (101-836.00-971.000); and

WHEREAS, a proposed purchase agreement has been prepared by the school district and has been reviewed by the Adrian City Commission.

NOW, THEREFORE, IT IS HEREBY RESOLVED that terms of said Purchase Agreement are agreeable and in the best interest of the city, that the City Administrator is hereby authorized to execute said Purchase Agreement on behalf of the city and to, further, execute all closing documents necessary to acquire said property commonly known as 159 E. Maumee Street in the City of Adrian on the terms and conditions set forth in said Purchase Agreement.

BE IT, FURTHER, RESOLVED that the FY2008-09 Budget be amended as follows:

Revenue:		
(101-990.00-697.000) Prior Years' Revenue		\$140,000
Expenditure:		
(101-836.00-971.000) Other Projects – Land		<u>140,000</u>
Total		<u>\$ -0-</u>

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

School District of the City of Adrian, Lenawee County, Michigan (the "District").

A special meeting of the Board of Education of the District was held in the High School Cafeteria on the 30th day of June, 2008, at 6:00 o'clock p.m.

The meeting was called to order at 6:00 o'clock, p.m., by President Baucher.

Present: Members Baucher, Bearden, Brown, Engle, Henagan, McDowell
Sheehan

Absent: Members None

The following preamble and resolution were offered by Member Sheehan and supported by Member Bearden:

WHEREAS, the District owns a building and real property located at 159 E. Maumee Street, in the City of Adrian, Lenawee County, Michigan, more commonly known as the Adult Education Building (the "Property"), which Property is more particularly described in the Purchase Agreement which is attached hereto and made a part hereof as Attachment "1" (the "Purchase Agreement"); and

WHEREAS, the Board of Education has determined that the Property is no longer necessary for school purposes;

WHEREAS, the Board of Education has determined that it would be in the best interest of the District to sell the Property; and

WHEREAS, the Board of Education desires to authorize and direct Kathy Westfall, the Chief Financial Officer, or her designee, to execute the Purchase Agreement substantially in the form as Attachment "1" and to make any revisions to the Purchase Agreement not inconsistent with this resolution and as reviewed and approved by the District's legal counsel and to take any other action to sell the Property as provided in this resolution;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Education hereby authorizes the sale of the Property.
2. Kathy Westfall, the Chief Financial Officer or her designee, is authorized to execute the Purchase Agreement substantially as in the form as Attachment "1" and to make any revisions to the Purchase Agreement not inconsistent with this resolution and as approved by the District's legal counsel and to take any other action to sell the Property as provided in this resolution.

ATTACHMENT "1"

PURCHASE AGREEMENT

This Agreement is entered into this ____ day of July, 2008, by and between School District for the City of Adrian, a Michigan school district organized and operating under the Revised School Code, MCLA 380.1, *et seq.*, as amended, whose address is 785 Riverside Avenue, Suite 1, Adrian, Michigan 48442 (the "Seller") and the City of Adrian, a Michigan municipal corporation, whose address is 100 E. Church Street, Adrian, Michigan 49221 (the "Purchaser"), for the transfer by the Seller to the Purchaser of a building and real property located at 159 E. Maumee Street in the City of Adrian, Lenawee County, Michigan (commonly known as the "Adult Education Building"), described as follows:

Beginning at the intersection of the West Right of Way line of Broad Street with the North Right of Way line of Maumee Street, Thence 126.00 feet Northeasterly along the West Right of Way line of Broad Street to a point, Thence 12.5 feet Northwesterly to a point on a line which forms an interior angle of 89° 49' with the previously described line, Thence 125.0 feet Southwesterly to a point on a line which forms an interior angle of 90° 11' with the previously described line intersecting the North Right of Way line at Maumee Street, Thence 122.5 feet Southeasterly along the Right of Way line at Maumee Street to the point of beginning.

Containing 15,434.921 square feet or .35434 acres.

And subject to easements for public roads, highways, railroads, pipelines, drainage, sewer and water lines, rights-of-way and public utilities, if any, not shown of record, and further subject to any facts an accurate survey may disclose.

The Identification No. XA0-000-0126-00

(hereinafter sometimes the "Property"), upon the following terms and conditions.

1. **Property Transferred.** The Purchaser shall purchase and receive and the Seller shall sell the Property, including a building and other improvements, and, if any, all easements and other interests and rights of Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road or avenue in front of, within or adjacent to, or adjoining such land. All modular furniture that is attached to the building shall be included in this sale.

2. **Purchase Price.** The Property shall be purchased for the sum of One Hundred Forty and 00/100 Dollars (\$140,000.00). The entire purchase price shall be paid in certified funds by Purchaser to Seller at closing.

3. Deposit. On or before the effective date of this Agreement, the Purchaser shall deposit with the Seller the amount of One Thousand and 00/100 Dollars (\$1,000.00). At closing, the deposit amount shall be non-refundable and credited to the purchase price.

4. Closing. Closing of the sale described herein shall take place at the office of Seller's Superintendent of Schools or at Seller's option, the title company which provides the title commitment as required in Paragraph 11, herein, within ten (10) after all closing documents are prepared. Notwithstanding any other provision contained in this Agreement, the closing shall occur on or before September 1, 2008.

5. Property Taxes. Seller shall be responsible for all property taxes, if any, on the Property which become due before the date of closing. Purchaser shall be responsible for all property taxes on the Property which become due on or after the date of closing.

6. Inspections. The sale of the Property shall become contingent upon the Purchaser's inspections of the Property, including environmental audits. The inspections shall be conducted at the expense of the Purchaser and Purchaser shall be responsible for any damage to the Property or any persons as a result of the inspections. The inspections shall be completed and the Purchaser shall advise the Seller if it is not satisfied with the condition of the Property within thirty (30) days from the date of this Agreement. If so notified, the Seller shall retain the deposit amount mentioned in Paragraph 3 above, and this Agreement shall terminate in its entirety. Otherwise, closing shall be held in accordance with Paragraph 4, above.

7. Disclosure and Disclaimer of Warranties. The Seller hereby discloses to the Purchaser that the building located on the Property contains asbestos and asbestos-containing materials and that there may be other environmental conditions present on the Property. The Purchaser acknowledges receipt of copies of the Asbestos Management Plan (three-year recertification) performed by DMD Environmental, Inc., on September 6, 7 and 11, 2007 (the "Asbestos Management Plan").

Purchaser acknowledges that it and its agents shall have inspected or have caused to be inspected all aspects of the physical condition of the Property, and to otherwise satisfy itself as to the availability of utilities, financing, municipal approvals of its operations and such other items as Purchaser shall require. As stated above, Seller has made available to Purchaser for review, the Asbestos Management Plan. The Seller makes no warranties or representations concerning the accuracy of any reports, records, documents or other information (collectively, the "Information") provided or made available to the Purchaser. **KATNER, THE SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS CONCERNING THE ASBESTOS MANAGEMENT PLAN AND LEAVES THE PURCHASER TO CONFIRM THE ACCURACY OF THE ASBESTOS MANAGEMENT PLAN.** Prior to closing, access to the Property shall be freely granted to Purchaser and/or Purchaser's agents and representatives at all reasonable times. To the extent permitted by law, Purchaser agrees to release, defend, hold harmless and indemnify Seller from and against any and all payments, expenses, costs, attorneys fees and any and all claims and liability for losses or damage to property (including property of Purchaser) or injury to persons occasioned wholly by or resulting from any acts or omissions by Purchaser or Purchaser's agents in

connection with any such inspections. If Purchaser terminates this Agreement, Purchaser shall promptly repair any damage caused to the Property by Purchaser or its agents.

AT CLOSING, PURCHASER SHALL CONFIRM IN WRITING TO THE SELLER THAT HE HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS EXCEPT FOR THE WARRANTIES CONTAINED IN PARAGRAPH 11 HEREIN, CONCERNING THE STATUS OF TITLE OF THE PROPERTY, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE PROPERTY.

8. Environmental Matters. It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to Purchaser, Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown which may be in or about the Property, and as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and Purchaser agree as follows:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of, any and all environmental assessments and remedial actions, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601, *et seq.*, as amended, the Michigan Natural Resources and Environmental Protection Act, MCL 324.101, *et seq.*, as amended, or any and all other applicable Federal, State or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) Purchaser shall, at its sole expense, be responsible for and pay the cost of, investigation, repairs and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations and is not in violation of any federal, state or local laws, regulations or orders pertaining to the environmental use of the Property.

(c) Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties, including (not by way of limitation) Purchaser's employees and members of the general public, by reason of exposure in and about the Property after the date of closing to any hazardous substance as defined in MCL 324.20101, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to Purchaser.

(d) Purchaser shall not look to Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous substance (as above defined) or which may be assessed as response

costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) Purchaser hereby agrees to indemnify and save harmless Seller, its successors and assigns from any and all damages, judgments, administrative orders, fines, civil and criminal penalties including, not by way of limitation, all reasonable attorneys' fees incurred by Seller in defending against such claims or in enforcing this subparagraph (e) or any other provisions of this Paragraph 8 which Seller may incur or be subject to by reason of the Purchaser's failure to perform promptly and adequately, their obligations under subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous substance (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency.

(f) Seller shall promptly notify Purchaser in reasonable detail of any claim, demand, action or proceeding for which indemnification will be sought under this Agreement. Likewise, Purchaser shall promptly notify Seller in reasonable detail of any claim, demand, action or proceeding against Purchaser for which Seller would be entitled to indemnification under this Agreement. Seller shall have the right to participate, at its own expense, with respect to any claim, demand, action or proceeding. In connection with any such claim, demand, action or proceeding, Seller and Purchaser shall cooperate with each other and provide each other with access to relevant books and records in their possession and Purchaser shall provide Seller with reasonable access to the Property.

(g) The provisions of this Paragraph 8 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provision shall not affect the enforceability of the remaining provisions.

(h) This Paragraph 8 shall be binding upon the Purchaser, his successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by Purchaser.

(i) The provisions of subparagraphs (a) through (h), above, shall, at the closing, be placed in recordable form, signed and acknowledged by Purchaser and Seller and then recorded by Seller, at its expense, with the Lenawee County Michigan Register of Deeds.

9. Attorney's Opinion. Purchaser hereby warrants that Seller has retained an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the closing.

10. Special Assessments. Special Assessments which are or become a lien on the Property before the date of closing shall be paid by Seller. Special Assessments which become a lien on the Property on or after the date of closing shall be paid by the Purchaser.

11. Evidence of Title. The Purchaser may, at its expense, obtain a survey of the Property. The Seller shall, at its expense, as soon as practical and in any event within fifteen (15) days from

the effective date of this Agreement, provide Purchaser with a commitment for an owner's policy of title insurance in the amount of the purchase price, showing Seller's title to be in good and marketable condition, subject to mortgages, judgments and other liens which can and will be satisfied out of the proceeds of sale. Also, the Property shall be transferred subject to easements, restrictions and reservations of record, taxes and assessments not yet due and payable, and any matters that would be shown by an accurate land title survey. Within fifteen (15) days of receipt of the commitment for title insurance, the Purchaser shall notify Seller in writing of any restrictions, reservations, limitations, easements, liens and other conditions of record (together hereinafter called "Title Defects"), disclosed in such commitment which would unreasonably interfere with Purchaser's proposed use of the Property. Should Purchaser notify the Seller of any such Title Defects, Seller shall have until the closing date to cure or remove same. If such objections are not cured by the date set for closing, the Purchaser may, at Purchaser's option, terminate this Agreement, or alternatively set a date with Seller to extend the closing date to a mutually agreed upon closing date so as to provide Seller with an additional opportunity to cure said Title Defects. In the event such reasonable objections are not cured by the date set for closing, or any extension thereof, and Purchaser elects not to waive its title objections, Purchaser may terminate this Agreement, the deposit amount described in Paragraph 3, above, shall be returned to the Purchaser and neither party shall have any further liability to the other under this Agreement.

12. Warranty Deed. At the closing Seller shall deliver to Purchaser a good and sufficient general warranty deed. Said deed shall warrant title to the Property free and clear of all liens, encumbrances and conflicting claims of ownership other than the following:

- (a) building and zoning laws, ordinances and regulations;
- (b) recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
- (c) recorded and existing restrictions, if any;
- (d) recorded and existing utility or roadway easements and rights-of-way; and
- (e) all other rights, restrictions, reservations, easements and other matters of record disclosed or excepted from coverage in the commitment for title insurance, including without limitation standard exceptions, mentioned in Paragraph 11, above.

13. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

14. Termination. If by reason of the other party's inability to perform a provision of this Agreement either Purchaser or Seller is not obligated to complete this Agreement, then either Purchaser or Seller may terminate this Agreement by delivering to the other party written notice of termination and, thereupon, this Agreement shall terminate with the same effect as though the Agreement had never been entered into. Purchaser or Seller may nevertheless waive one or more

conditions, the fulfillment of which are conditions precedent to their performance, without prejudice to their right subsequently to assert other conditions or to make a claim against the other party with respect to any breach of the representations or warranties made by that party.

15. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

16. Breach of Agreement. In the event of default by Purchaser, the deposit amount mentioned in Paragraph 3 above shall be forfeited to the Seller as part payment of the purchase price and the Seller may pursue its legal or equitable remedies hereunder against the Purchaser. In the case of Seller's default, the Purchaser may pursue his legal or equitable remedies against the Seller.

17. Closing Costs. At closing, the Seller shall pay the transfer tax, if any, on the warranty deed; owner's title insurance premium; preparation of warranty deed and/or other documents necessary to convey clear title; and, any attorney's fees incurred by the Seller. At closing, the Purchaser shall pay the costs of recording the warranty deed; attorney's fees incurred on behalf of the Purchaser; and, any environmental and other inspection costs. Each party shall pay one-half of any fee imposed by the title company to close this transaction.

18. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

19. Successors and Assigns. The Purchaser reserves his right to assign or otherwise transfer his interest in this Agreement. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

20. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

21. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

22. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

WITNESSES:

**SELLER: SCHOOL DISTRICT FOR THE
CITY OF ADRIAN, a Michigan
general powers school district**

By: _____

Its: _____

Dated: _____

WITNESSES:

**PURCHASER: CITY OF ADRIAN, a
Michigan municipal corporation**

By: _____

Its: _____

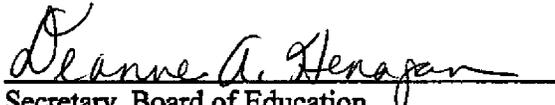
Dated: _____

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

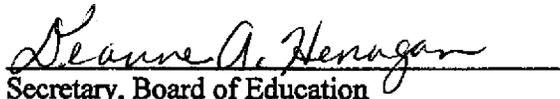
Ayes: Members Baucher, Bearden, Brown, Engle, Henagan, McDowell
Sheehan

Nays: Members None

Resolution declared adopted.


Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of the School District of the City of Adrian, Lenawee County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a Special meeting held on June 30, 2008, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).


Secretary, Board of Education

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R-4

MEMO



DATE: July 1, 2008
TO: Honorable Mayor and City Commissioners
FROM: Dane C. Nelson, City Administrator
SUBJECT: Land Use Feasibility Study

Several months ago, the Mayor and I spoke to Representative Spade and a representative from the Michigan Department of Human Services regarding excess land located at the Adrian Training School. The state has asked the city to assist in looking into the possible uses for any excess land at that location.

The proposed study and resolution has nothing to do with the land currently being used by the Training School and would have no impact at all on the actual operations of the Training School. If the proposed resolution is approved, the state would pay the city the sum of \$24,500.00, which would generally be used to solicit and pay for services to be rendered for an independent firm to perform such a study.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dane C. Nelson'.

Dane C. Nelson
City Administrator

DCN:bjw

**State of Michigan
Michigan Department of Human Services
Statement of Work (SOW)**

Adrian Land Use Feasibility Study

Bureau of Juvenile Justice

1. Project Request

In cooperation with the City of Adrian, the department seeks a feasibility study of potential uses for excess land at the Adrian Training School. There is the potential for a public, private and nonprofit collaborative project at the local level that could consolidate service delivery across several sectors.

All services will be provided starting July 7, 2008 and finished by December 15, 2008.

2. Background, Purpose and Expected Outcomes

Within the last few years, the Adrian Training School, located in Adrian, Michigan, has gone from a 120 bed co-educational facility to a 52 bed female responsive facility. This change in focus and reduction in capacity allows for the possibility of alternate uses for some of the current land available on the campus. The City of Adrian and local Adrian businesses have expressed an interest in partnering with the state in a collaborative public, private and non-profit development venture. The purpose of this contract is to assess the feasibility of using some of the Adrian Training School land as a site for a community center or other public use facility.

3. Work and Deliverable

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of the following work:

The City of Adrian shall organize a steering committee of key community representatives to act as a review/acceptance body for project work. Upon selection of this group, the City shall solicit bids for a qualified consultant to conduct a market analysis/feasibility study for the subject property. Once selected, the consultant shall work under the guidance of the Steering Group and Community Development Department. Elements of the study are expected to include the following:

- Physical analysis of the subject parcel, including development/use history, existing features, and environmental assessment (30 days);
- Review of available local, regional, or other sources for past, current, and projected future trends in passive/active recreation uses. This task may be able to combine with the City of Adrian's pending community survey on local recreation needs, which is part of the City's Park and Recreation Plan Update Project (60 days);
- Study of the technical and financial feasibility for identified medium and high-potential recreation uses (60 days); and

- Detailing and summarizing findings from the above tasks into an appropriate final report format for community and DHS review (30 days).

Deliverable products for each of the above elements shall be an individual interim report in itself to be reviewed by the Steering Group prior to approval.

4. Contractor

A. Capabilities, Experience and Qualifications

The City of Adrian Community Development Department will serve as the lead staff for administration and completion of the proposed Statement of Work. **Dane Nelson, the City Administrator will serve as the project administrator.**

B. Roles and Responsibilities

Mr. Nelson has more than 30 years of experience in the fields of municipal law and public administration, has been responsible for obtaining or administering awards exceeding \$5,000,000 from the State of Michigan or United States Government agencies.

5. MDHS Staff

A. Roles and Responsibilities

The designated DHS Project Manager is Kurt Warner, Department Manager, Bureau of Juvenile Justice, Fiscal, Technology and Community Support Division, 235 S. Grand Avenue, Suite 401, Lansing, Michigan 48933. Mr. Warner's office phone is (517) 335-3489, fax (517) 241-5632 and e-mail warnerk5@michigan.gov

Mr. Warner will liaise with contractor staff and provide access to Adrian Training School property and staff as needed. He will also have approval authority for contractor delcontract period: 1 year with option to extend one yearverables.

6. Project Control and Reports

- a. The contractor will carry out this project under the direction and control of the Bureau of Juvenile Justice.
- b. Although there will be continuous liaison with the contractor team, the DHS project manager will meet, as needed, with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems which arise.
- c. Within the proposed project work timeline of 180 days, the City of Adrian will update DHS on work progress at the following intervals:

- A first update shall be prepared and transmitted after the 90-day (halfway) point and summarize completed and in-progress tasks;
- A second and final update shall be prepared at the 180-day (project completion), and shall be transmitted with the identified deliverables.

7. Acceptance Criteria:

The following criteria will be used by the State and City of Adrian to determine Acceptance of the Services and/or Deliverable provided under this SOW:

- Joint review and recommendation for approval by the Project Manager and Project Administrator; and
- External review and approval by the Steering Group.

Deliverables must be presented to the appropriate person and accepted in writing.

8. Compensation and Payment

The State shall pay the contractor an amount not to exceed twenty-four thousand five hundred dollars \$24,500 for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW.

Authorized Services and Price List as follows:

Upon submission and approval of the final report, contractor shall submit an invoice for the full value of the contract. The invoice shall reflect actual work completed by payment date, and must be approved by the DHS Project Manager prior to payment.

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract and Payment Express website (www.michigan.gov/cpexpress)

9. Travel -- Deleted – Not Applicable

10. Special Terms and Conditions

- **STATE PRINTING LAW**, Public Act 153 of 1937 (MCL 24.62) All printing for the State of Michigan, except that which is printed for primary school districts, local government units, i.e. counties, townships, cities, villages and legal publications for elective state officers, must be printed in Michigan.

11. Annual Work and Payment Plan Deleted – Not Applicable

12. General Terms and Conditions

A. Issuing Office

The Contract is issued by Purchasing, State of Michigan, Department of Human Services for the DHS Program Office, Bureau of Juvenile Justice. Where actions are a combination of those of DHS Purchasing and the DHS Program office, the authority will be known as DHS.

DHS Purchasing is the sole authority in DHS with regard to all procurement and contractual matters relating to the commodities and/or services described herein. DHS Purchasing is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract.

Contractor proceeds at its own risk if it accepts negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any office other than DHS Purchasing. Such changes or additional work performed by the contractor may not be reimbursed by the State.

All communications covering this procurement must be addressed to the buyer indicated below:

Michigan Department of Human Services
Purchasing
Attn: Miriam Elias-Norris, CPPS, Buyer
Grand Tower Bldg., Suite 1205
P.O. Box 30037
Lansing, Michigan 48909
(517) 335-6254
elias-norrism@michigan.gov

B. DHS Contract Project Manager

Upon receipt at DHS Purchasing of the properly executed Contract Agreement, the person named under section **5a. MDHS Staff, Roles and Responsibilities** will oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by DHS Purchasing

C. Accounting Records

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles or accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

D. Audit of Contract Compliance/Records and Inspections

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the

Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

E. Price Changes: - Deleted – Not Applicable

F. Insurance Coverages

The Contractor shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Contractor's operations under the terms of the Agreement and provide proof of such insurance coverage to the DHS prior to the effective date of this Agreement. Unemployment compensation coverage and workers compensation insurance shall be maintained in accordance with applicable Federal and State laws and regulations.

The Contractor shall provide and maintain general, professional, medical and/or automobile liability including **non-owned auto** insurance in such amounts as necessary to cover all claims which may arise out of the Contractor's operations under the terms of the Agreement and provide proof of such insurance coverage (on the standard ACORD form) to the DHS prior to the effective date of this Agreement. For private non-profit and for-profit agencies and individuals, the minimum amount is \$1,000,000.00 (one million dollars). The Contractor agrees to provide evidence that all applicable insurance policies related to the contractor's negligence arising out of the requirements of this contractual agreement will not cause policy to be cancelled, materially changed, or not renewed without thirty (30) days prior written notice to the DHS. The Contract must list the State of Michigan as an additional insured on the general liability insurance and, if a motor vehicle is used to provide services under this Agreement, on the vehicular liability insurance. Unemployment compensation coverage and workers compensation insurance shall be maintained in accordance with applicable Federal and State laws and regulations.

G. Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the DHS from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the DHS from any claim, loss, or expense arising from Contractor's breach of the No Surrptitious Code Warranty.

(c) Employee Indemnification

In any and all claims against the DHS, its, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any

overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) **Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the DHS from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the DHS to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the DHS's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the DHS the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the DHS's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the DHS with appropriate credits to the DHS against the Contractor's charges and reimburse the DHS for any losses or costs incurred as a consequence of the DHS ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the DHS for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the DHS; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the DHS; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

H. Compliance with Civil Rights, Other Laws

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to P.A. 453 of 1976, Section 209. The Contractor shall also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended (M.C.L. Section 37.1101 et. seq.) and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Further, the Contractor shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 327, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Contractor shall comply with all other Federal, State or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

I. Confidentiality/Security

The Contractor will be bound by the same standards of confidentiality as State employees.

(Ref: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html#2_8.)

Contractors may not release any information/data resulting from the Contract without express approval from the DHS Project Manager.

All staff who access data processing resources in the Department of Human Services will be required to sign the Security Policy and Agreement form indicating they have read, and will comply with the Agency's security policy. The Security Policy and Agreement form must be obtained from the DHS Project Manager and a signed copy must be returned within 5 days of beginning date of contract.

Violation of the security policy will result in:

- That person being terminated and replaced with an equivalent person within 10 working days of termination.
- That person being subject to prosecution under State of Michigan Public Act 1979, No. 53.

J. Right to Ownership

All data, materials, documentation and other things developed by the contractor for this project shall belong exclusively to the State. This includes, but is not limited to, source code and documentation. The State shall also own and retain intellectual property rights covering work product and technology developed as part of the services described herein.

K. Publication – Approval and Copyright

The DHS shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Contract. The Contractor shall not publish or distribute any printed or visual material relating to the services provided under this Contract without prior written permission of the DHS.

If the Contractor, or an agent of the Contractor, creates and/or reproduces under this Contract materials which are developed for consumption by the general public or as a general information tool and which are funded in whole or in part with DHS funds, the Contractor or its agent must include one of the statements referenced below, as they apply:

- This program is funded by the State of Michigan, or
This project is funded in part by the State of Michigan

L. Cancellation

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the

imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

M. Termination – Unfair Labor Practice

The DHS may void this contract upon fifteen (15) days notice if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears in the register compiled pursuant to Section 2 in P.A. 278 of 1980. This Act prohibits the State from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for the voiding of certain contracts.

N. Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this Section 2.230. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in Section 2.210.

O. Cancellation of Expiration of Stop Work Order

If a stop work order issued under this Section 2.230 is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of Section 2.106.

P. Vendor Compliance with State and Federal Law and Debarment

1. The Vendor certifies, to the best of its knowledge that within the past (3) years, the Vendor, an officer of the Vendor, or an owner of a 25% or greater interest in the Vendor:

a. Has Not been convicted of a criminal offense incident to the application for or performance of a State contract or subcontract;

b. Has Not been convicted of any offense which negatively reflects on the Vendor's business integrity, including but not limited to embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, state or federal antitrust statutes;

c. Has Not been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the State, indicates that the Vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State. An offense or violation under this paragraph may include, but is not limited to, an offense under or violation of: Natural Resources and Environmental Protection Act, 1994 PA 451, MCL §§ 324.101 – 324.90106; the Michigan Consumer Protection Act, 1976 PA 331, MCL §§ 445.901 – 445.922; 1965 PA 390 (law relating to prevailing wages on state projects), MCL §§ 408.551 – 408.558; 1978 PA 390 (law relating to payment of wages and fringe benefits) MCL §§ 408.471 – 408.490; or a willful or persistent violation of the Michigan Occupational Safety and Health Act, 1974 PA 154, MCL §§ 408.1001 – 408.1094;

d. Has Not failed to substantially perform a State contract or subcontract according to its terms, conditions, and specifications within specified time limits;

e. Has Not violated State bid solicitation procedures or violated the terms of a solicitation after bid submission;

f. Has Not refused to provide information or documents required by a contract including, but not limited to information or document necessary for monitoring contract performance;

g. Has Not failed to respond to requests for information regarding Vendor's performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and

h. Has Not failed to perform a State contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

2. For purposes of this Section, "Principals" means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity. The Vendor certifies and represents, to the best of his knowledge that the supplier and/or any of its Principals:

a. Are Not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency;

b. Has Not within a 3-year period preceding this contract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) purchase.

c. Are Not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

d. Has Not within a 3-year period preceding this contract had one or more purchases terminated for default by any state or federal agency.

3. The Vendor shall provide immediate written notice to the State if, at any time before the purchase award, the Vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

4. A certification that the Vendor or its Subcontractors is presently debarred, suspended, proposed for debarment or declared ineligible for award of a purchase by any state or federal agency will not necessarily result in withholding an award under this solicitation. However, the certification will be considered in connection with a determination of the Vendor's responsibility. Failure to furnish the certification or provide such information as requested by the State may render the Vendor response non-responsive.

5. Nothing contained in this Section shall be construed to require establishment of a system of records in order to render, in good faith, the certification required this Section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of commercially reasonable dealings.

6. If it is later determined that the Vendor knowingly rendered an erroneous certification under this Section, in addition to the other remedies available to the State, the State may terminate any resulting contract for default.

VENDOR MAY REVIEW THE STATE'S DEBARMENT POLICY AT: www.michigan.gov/doingbusiness

Q. Lobbying -Deleted – Not Applicable.

R. Drug Free Workplace (DFW) Rule --Deleted – Not Applicable

Q. Conflict In Terms and Conditions

In the event of any conflict between the terms and conditions of the State of Michigan and the terms and conditions of the vendor, the terms and conditions of the State of Michigan take precedence.

By signing and dating below, the vendor agrees with the specifications, pricing and terms and conditions of this contract:

FOR THE VENDOR:

FOR THE STATE:

Authorized Agent Signature

Signature

Authorized Agent (print or type)

Miriam Elias-Norris, CPPB, Buyer
MI Department of Human Services

Title/Role

Date

Firm Name

Address

Phone No.

Date

R-4

R08-100

July 7, 2008

RE: ADRIAN LAND USE FEASIBILITY STUDY

RESOLUTION

WHEREAS, the Michigan Department of Human Services is seeking to conduct a feasibility study of potential uses for excess land at the Adrian Training School; and

WHEREAS, discussions have been held with the city to organize a steering committee to proceed with the work involved to obtain said feasibility study; and

WHEREAS, the Department of Human Services has proposed to pay the sum of \$24,500.00 for the performance of said activities as set forth in the attached proposed agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Administrator be, and is hereby, authorized to execute the attached agreement with the Michigan Department of Human Services regarding a feasibility study of potential uses for excess land at the Adrian Training School.

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

MEMORANDUM – UTILITIES DEPARTMENT

DATE: June 30, 2008
TO: Dane C. Nelson, City Administrator
FROM: Shane A. Horn, Utilities Director 
SUBJECT: Painting Project at Water Plant

I concur with the recommendation of the Utilities Director to award the bid for painting at the Water Treatment Plant to Thomas & Sons, Inc. of Clayton, MI, in the amount of \$25,800.00. This will include painting the walls and the process piping in the filter pipe gallery.

Three firms responded to the offer to bid. Funds were budgeted in the amount of \$25,000 for this project, with the balance of \$800 available from surplus monies from a previous purchase.

I urge your favorable consideration to retain Thomas & Sons, Inc. of Clayton, MI for the painting project at the Water Treatment Plant in the amount of \$25,800 and approval of the resulting budget amendments.



Dane C. Nelson
City Administrator

DCN:bjw
Sealed bids were received by the purchasing department on Thursday June 19, 2008 at 2:00 pm for painting at the Water Treatment Plant in the filter pipe gallery. Included is a detailed tabulation of the three contractors that submitted bids for this project. This work will include painting the walls and process piping in the filter pipe gallery. I respectfully recommend that we proceed with this project using the low bidder, Thomas & Sons, Inc. of Clayton, MI for a total project price of \$25,800.00. We have budgeted \$25,000.00 for this project in (496-549.00-977.536).

cc: Jeff Pardee, Finance Director
Tim Ritchie, Water Plant Superintendent

Mr. Shane Horn

June 23, 2008

Utilities director

City of Adrian

I would like to recommend we accept the bid from Thomas & Sons Inc of Clayton Michigan for painting of the Filter Pipe Gallery #1-4 walls and process piping and the process piping in Filter Gallery #5-8 for the amount of \$25,800 as they were the low bid on the project.

Respectfully

Tim Ritchie

Water Plant Superintendent

CITY OF ADRIAN, MICHIGAN
 WATER TREATMENT PLANT PAINTING
 DUE DATE: JUNE 19, 2008

BIDDER	AMOUNT	PRODUCT/ SCHEDULE
Thomas & Sons Inc Clayton, MI	\$ 25,800.00	Sherwin Williams Begin: 5 days Complete: 20 days
Niles Industrial LLC Fenton, MI	\$ 51,838.00	Sherwin Williams Begin: 7 days Complete: 42 days
Seaway Painting LLC Livonia, MI	\$ 107,300.00	Carboline Begin: 15 days Complete: 50 days

R08-101

July 7, 2008

RE: UTILITIES DEPARTMENT – Painting Project at the Water Treatment Plant

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution #R07-085 dated May 7, 2007, approved the FY2007-08 Budget and General Appropriations Act, which included \$25,000 (496-549.00-977.536) for painting the filter pipe gallery at the Water Treatment Plant; and

WHEREAS, bids were solicited and three (3) bids were received on Thursday, June 19, 2008 by the City of Adrian Purchasing Office for painting the filter pipe gallery at the Water Treatment Plant, with the following results:

<u>Vendor</u>	<u>Amount</u>
Thomas & Sons, Inc, Clayton, MI	\$ 25,800
Niles Industrial, LLC, Fenton, MI	\$ 51,838
Seaway Painting, LLC, Livonia, MI	\$107,300; and

WHEREAS, the Finance Director indicates that sufficient funds are available in account 97-555.00-977.543, due to savings realized on the purchase of a cargo van, to defray the projected shortfall of \$800; and

WHEREAS, the Utilities Director and City Administrator recommend that the low bidder, Thomas & Sons, Inc, Clayton, MI, be engaged in the City's Standard Professional Services Contract for painting the filter pipe gallery at the Water Treatment Plant at a cost not to exceed \$25,800.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of Thomas & Sons, Inc, Clayton, MI in the City's Standard Professional services Contract for painting the filter pipe gallery at the Water Treatment Plant at a cost not to exceed \$25,800.

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

R-6

R08-102

July 7, 2008

RESOLUTION

WHEREAS, MCLA 422.211 et seq governs all “going out of business” sales and requires that any store seeking to conduct a “going out of business” sale must obtain a license from the City Clerk; and

WHEREAS, the application for the license must be written and under oath, and contained a detailed list of the inventory of goods to be sold; and

WHEREAS, MCL 442.216 allows the City to require a \$50.00 license fee for a license or for its renewal;

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Clerk is authorized to accept applications and issue licenses for “going out of business” sales.

IT IS FURTHER RESOLVED that a \$50.00 fee is required for each license or license renewal.

On motion of Commissioner _____, supported by Commissioner _____, the above Resolution was _____ by a _____ vote.

R-7

MEMORANDUM – UTILITIES DEPARTMENT

DATE: June 30, 2008
TO: Dane C. Nelson, City Administrator
FROM: Shane A. Horn, Utilities Director 
SUBJECT: Used Wheel Loader Purchase

I concur with the recommendation of the Utilities Director to award the bid for a used wheel loader to Michigan Cat of Novi, MI in the amount of \$89,500. Although not the low bidder, it is the consensus of the O & M Superintendent that this would best meet their needs based on site visits to inspect the equipment, past service records, parts availability and overall size.

Three firms responded to the offer to bid. Funds in the amount of \$70,000 were budgeted, with the balance of \$19,500 available from surplus monies from previous purchases. I urge your favorable consideration authorizing the purchase of a wheel loader from Michigan Cat in the amount of \$89,500.


Dane C. Nelson
City Administrator

DCN:bjw

Sealed bids were received by the purchasing department on Thursday June 19, 2008 at 2:00 pm for the purchase of a used wheel loader for our O&M division. Steve Eberle, O&M Superintendent, has completed site visits and has researched and compared all four machines. Based on past service records, serviceability, and overall size and setup I respectfully recommend that we proceed with the purchase of the 938G Cat Wheel Loader from Michigan Cat of Novi, MI for a total purchase price of \$89,500.00. We have budgeted a total of \$70,000.00 for this purchase between the water (496-551.00-977.549) and sanitary sewer (497-555.00-977.549) capital budgets. The remaining will be allocated as follows:

\$15,644.00	(497-555.00-977.552)	Savings from flow monitor purchase
\$ 3,856.00	(497-555.00-977.543)	Savings from the purchase of a cargo van

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



Utilities Department Operations & Maintenance

MEMORANDUM

Date: June 25, 2008
To: Shane Horn, Utilities Director
From: Steve Eberle, Superintendent of O&M *SEE*
Subject: Used wheel loader purchase

After careful consideration, review of the submitted bids and physical inspection of the machines, I am recommending the purchase of the 936G CAT from Michigan CAT. This machine is made in the United States by Caterpillar, parts are easily accessible if need, service is readily available and reasonable when required.

Terex machines are made in Germany by a company they purchased. Parts are not readily available and service is limited.

The 9936G CAT was an owner operated machine. It has averaged 760 hours per year on usage. This machine has a documented maintenance through Michigan CAT. The engine was rebuilt by Michigan CAT under warranty due to a failure noticed during a routine preventative maintenance oil sampling. This rebuilt engine has approximately 1400 hours on it. All features functioned properly during physical inspection.

The Terex is a rental fleet machine with minimal documented maintenance history. It has averaged 900 hours per year on usage. Upon physical inspection of the machine it was "stuck" in high range. The mechanic was able to correct this with some effort.

The 936G CAT is larger in stature and I believe is better suited for our needs. This machine will provide years of reliable service for this department.

There is currently \$35,000 earmarked for a loader in both the water distribution capital equipment (496-551.00-977.549) and the sanitary sewer capital budget (497-555.00-977.549). With the savings on the purchase of flow monitors, \$15,644 (497-555.00-977.552), and the cargo van, \$17,012.94 (497-555.00-977.543), there are sufficient funds for this purchase.

CITY OF ADRIAN, MICHIGAN
USED WHEEL LOADER
DUE DATE: MAY 29, 2008

BIDDER	AMOUNT	MAKE/MODEL
D-P Equipment Camden, MI	\$ 69,500.00	2003 Terek SKL873
Michigan CAT Brownstown, MI	\$ 89,500.00	2000 CAT 9386
Southeastern Equipment Holt, MI	\$ 99,500.00	2005 New Holland LW130XT
Southeastern Equipment Holt, MI	\$ 104,500.00	2005 Case 621DXT

RE: UTILITIES DEPARTMENT – Used Wheel Loader Purchase

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution #R07-085 dated May 7, 2007, approved the FY2007-08 Budget and General Appropriations Act, which included \$70,000 (\$35,000 in Acct. # 496-551.00-977.549 and \$35,000 in acct. #497-555.00-977.549) for the purchase of a used wheel loader for the Operations & Maintenance Division of the Utilities Department; and

WHEREAS, bids were solicited and four (4) bids were received on Thursday, June 19, 2008 by the City of Adrian Purchasing Office for purchase of a used wheel loader for the Operations & Maintenance Division, with the following results:

<u>Vendor</u>	<u>Make/Model</u>	<u>Amount</u>
D-P Equipment, Camden, MI	2003 Terek SKL873	\$ 69,500
Michigan CAT, Novi, MI	2000 CAT 9386	\$ 89,500
Southeastern Equipment, Holt, MI	2005 New Holland LW130XT	\$ 99,500
Southeastern Equipment, Holt, MI	2005 Case 621 DXT	\$104,500;

WHEREAS, based on site visits and research comparing all four machines, including past service records, serviceability, and overall size and setup, the Operations & Maintenance Superintendent recommends the second lowest bidder, Michigan CAT, Novi, MI, (2000 CAT 9386) for \$89,500; and

WHEREAS, the Finance Director indicates that sufficient funds are available in the following accounts to defray the projected shortfall of \$19,500:

(497-555.00-977.552) Savings from flow monitor purchase	\$15,644
(497-555.00-977.543) Savings from the purchase of a cargo van	<u>3,856</u>
Total	<u>\$19,500;</u> and

WHEREAS, the Utilities Director and City Administrator recommend that Michigan CAT, Novi, MI be awarded the bid, and that authorization be granted for purchase of a used wheel loader for the Operations & Maintenance Division at a cost not to exceed \$89,500.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acquisition of a used wheel loader (2000 CAT 9386) for the Operations & Maintenance Division from Michigan CAT, Novi, MI at a cost not to exceed \$89,500.

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