



**CITY COMMISSION
MEETING
December 17, 2012**



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MONDAY,
DECEMBER 17, 2012**

The City Commission will meet for a pre-meeting study session on Monday, December 17, 2012 at 5:30 p.m. at the City Chambers at 159 East Maumee Street, Adrian, Michigan.

1. Continuation of Capital Budget Discussions.
2. Other items as time permits.



COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
DECEMBER 17, 2012
7:00 PM**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE DECEMBER 3, 2012 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PUBLIC COMMENT ON AGENDA ITEMS
- VI. REGULAR AGENDA
 1. **R12-137. Engineering.** Resolution to waive the bid process and approve the selection of Tetra Tech of Ann Arbor, Michigan to provide biennial inspections of 7 City bridges and complete the MDOT 2016 Local Bridge Funding application.
 2. **R12-138. Utilities.** Resolution to approve a revised MDOT contract and authorize the Mayor and City Clerk to sign the appropriate contract documents implementing reconstruction of South Main Street (M-52), including related sanitary sewer installation, as well as related road and drainage improvements.
 3. **R12-139. Utilities.** Resolution to waive the bid process and authorize the purchase and replacement of water meters.
 4. **R12-140. Library.** Resolution to accept the Michigan State University 2012 BTOP Grant for the purpose of purchasing computers, furniture and technology equipment for public use at the Adrian Public Library, and to approve budget amendments to provide grant match monies.
 5. **R12-141. Assessing.** Resolution to reappoint Gerald Burg to another 3-year term on the Board of Review.
- VII. MISCELLANEOUS
 1. D.A.R.T. Passenger Ridership Report.
 2. Adrian Fire Department report.
 3. Departmental Report.
 4. Fall Recreation Program Report.
- VIII. PUBLIC COMMENT
- IX. COMMISSIONERS COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
DECEMBER 3, 2012
7:00 P.M.**

Official proceedings of the December 3, 2012 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 DuMars and Commissioners Gallatin, Warren, Jacobson, Faulhaber, Carrico and Berryman Adams.

Mayor DuMars in the Chair.

Commissioner Carrico motioned to approve the minutes from the December 3, 2012 Commission meeting, with the above mentioned correction; seconded by Commissioner Berryman Adams, and the motion was carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher # 3713 through # 3717	\$122,740.28
General Fund Vouchers # 21217 through # 21231	\$370,492.12
Clearing Account Vouchers amounting to	<u>\$398,482.59</u>
TOTAL EXPENDITURES	<u>\$891,714.99</u>

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

PRESENTATION

Police Chief Vince Emrick presented a Civilian Award to Mr. and Mrs. Fancher, who assisted in apprehending a robbery suspect at the Adrian Meijer's store.

PUBLIC COMMENT

No public comment

REGULAR AGENDA

RESOLUTION R12-132

RE: DEPARTMENT OF FINANCE – Approval of FY2011-12 Comprehensive Annual Financial Report (CAFR) and Authorization of Year-End Encumbrances and Carry-Forwards, as well as Designations of General Fund Unassigned Fund Balance

WHEREAS Public Act 2 of 1968, (MCL141.424), the Uniform Budgeting and Accounting Act (as amended) specifies that the Chief Administrative Officer of each local unit shall make an annual financial report..and Chapter Eight, Section 8.7 of the City Charter further specifies that *The City Administrator shall prepare an annual report of the affairs of the City, including a financial report;* and

WHEREAS the Governmental Accounting Standards Board (GASB) Statement # 54, Fund Balance Reporting, indicates that Designations of General Fund Unassigned Fund Balance can be authorized by either the Chief Administrative Officer or City Commission, and lastly, the Government Finance Officers' Association (GFOA) of the United States and Canada recommends that the legislative branch of local government authorizes Year-End Encumbrances and Carry-Forwards as amendments to the ensuing year's budget; and

WHEREAS the Comprehensive Annual Financial Report (CAFR) has been prepared and presented and the audit completed by the Independent Certified Public Accounting firm Robertson, Eaton & Owen, PC, reflecting an Unqualified (clean) Opinion as follows:
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Adrian, Michigan, as of June 20, 2013, and the respective changes in financial position and cash flows, where applicable thereof, and the budgetary comparison for all the major governmental funds for the year then ended in conformity with accounting principles generally accepted in the United States of America; and

WHEREAS, including the CAFR, the City Administrator recommends the following Designations to General Fund Assigned Fund Balance:

1.) Accumulated Sick & Vacation Liability	\$ 500,000
2.) Building Space Cost Allocation	400,000
3.) Pending Michigan Tax Tribunal Claims	400,000
4.) Comstock Park – Retaining Wall Renovation	145,000
5.) Cemetery Building	50,000
6.) Four Corners Repair and Beautification	50,000
7.) Property Acquisitions, Demolitions & Options	50,000
8.) Local Grant Match	25,000
9.) Bohn Pool Analysis	<u>18,000</u>
Total	<u>\$1,638,000;</u> and

WHEREAS the Finance Director and City Administrator recommended approval of this resolution including; 1) Comprehensive Annual Financial Report (CAFR), 2) Designations to General Fund Unassigned Fund Balance detailed above, and 3) year-end encumbrances and carry-forwards in the total amount of \$1,321,590.04 (copy attached), of which \$74,742.03 pertains to the General Fund.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution and in accordance with Public Act 2 of 1968, (MCL 141.424), the Uniform Budgeting and Accounting act (as amended), hereby approves this resolution including: 1) Comprehensive Annual Financial Report (CAFR), 2) Designations to General Fund Unassigned Fund Balance detailed above, and 3) year-end encumbrances and carry-forwards in the total amount of \$1,321,590.04.

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

RESOLUTION R12-133

RE: ENGINEERING – Major Street Project Revisions

WHEREAS, in May 2012 the FY2012-13 budget was accepted by the Adrian City Commission which included the proposed FY2012-13 Major Street construction projects; and

WHEREAS, the City Engineer had proposed projects on Elm St – Siena Heights to Oakwood Rd (reconstruction), N. Winter St. – W. Maple to W. Front St., Washburn St. – N. Winter St. to N. Main St., it has been determined that other projects or issues have arisen associated with these projects resulting in a need to postpone them; and

WHEREAS, the City Engineer has reviewed the City's five (5) year Major Street construction plan and determined that the projects proposed for the FY2013-14 budget year are ready to be completed and can be substituted for the current years projects. This includes Metcalf St. – S. Main to S. Winter St. and Dawes St. – S. Winter St. to Division St.; and

Currently budgeted 2012-13:

	<u>BUDGET</u>
Elm Street Reconstruction (Siena Heights to Oakwood)	\$136,111
Winter Street Milling (N. Maple to Front St.)	\$37,500
Washburn Street Milling (N. Winter St. to N. Main St.)	<u>\$20,700</u>
TOTAL:	\$194,311

Proposed projects for substitution:

	<u>BUDGET</u>
Metcalf Milling (S. Main St. to S. Winter St.)	\$95,000
Dawes Milling (S. Winter St. to S. Division St.)	<u>\$95,000</u>
TOTAL:	\$190,000

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the City Engineer to substitute the FY2013-14 Major Street construction projects of Metcalf St. and Dawes St. for the previously budgeted FY2012-13 Major Street projects. The previously budgeted projects will be rescheduled in future years as associated projects are completed.

On motion by Commissioner Carrico, seconded by Commissioner Jacobson, this resolution was adopted by a unanimous vote.

RESOLUTION R12-134

RE: CITY OF ADRIAN ASSESSING OFFICE – Policy for Granting Poverty Exemption

WHEREAS, Section 211.7u of the General Property Tax Act of 1893 (as amended) provides for the granting of hardship exemptions, in whole or in part, on the principal

residence of persons who in the judgment of the Board of Review, by reason of poverty, are unable to contribute toward the public charges; and

WHEREAS, in accordance with the Act, the Adrian City Commission shall determine and make available to the public the policy and guidelines the Assessing Office uses for granting of exemptions under this Act; and

WHEREAS, the guidelines shall include, but not be limited to, the specific income and asset levels of the claimant and total household income and assets; and

WHEREAS, the Board of Review shall follow the policy and guidelines as established by the City Commission for granting or denying an exemption under this policy, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and guidelines and the substantial and compelling reasons are communicated in writing to the claimant; and

WHEREAS, the City Assessor and Finance Director have prepared a proposed Policy for Granting Poverty Exemption, in accordance with the provisions of Section 211.7u of the General Property Tax Act of 1893 (as amended); and

WHEREAS, the City Administrator recommends adoption of the proposed Policy for Granting Poverty Exemption.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby adopts the attached Policy for Granting Poverty Exemption and delegates the administration of such to the City of Adrian Board of Review.

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

RESOLUTION R12-135

RE: DEPARTMENT OF PUBLIC WORKS –Sidewalk Snow & Ice Removal Contract

WHEREAS the Adrian City Commission, by Resolution # 12-045 dated May 7, 2012, adopted the FY2012-13 Budget and General Appropriations Act, which included \$1,500.00 in the Major Street Fund - Winter Maintenance account (202-478.000-801.111) for the City's Sidewalk Snow & Ice Removal Program; and

WHEREAS bids were solicited by the Purchasing Office and one (1) bid proposal was submitted on Tuesday, November 20, 2012, as follows:

<u>Service</u>	<u>Slusarski Excavating Adrian, MI</u>
Private Walks - Labor, Equip & Material	
Per Square Foot	\$0.39
Color Photos	\$5.00
13 Railroad Crossings & Misc. Properties	\$425.00

WHEREAS snow removal from railroad crossings and misc. City properties is the responsibility of the City; any work on private property snow removal will be assessed directly to property owners where the work is done; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2012-13 Major Street Fund – Winter Maintenance Budget (Account # 202-478.00-801.111 Contract Services) for the railroad crossings; and.

WHEREAS, the City Engineer and City Administrator recommend acceptance of the bid from Slusarski Excavating, Adrian, MI at a price of \$0.39 per square foot, \$5.00 for photos and \$425.00 per event to remove snow from Railroad Crossings; and

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acceptance of the bid from Slusarski Excavating, Adrian, MI at a price of \$0.39 per square foot, and \$5.00 for photos for the FY2012-13 City's Sidewalk Snow & Ice Removal Program and \$425.00 per event to remove snow from Railroad Crossings.

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

PUBLIC COMMENTS

1. K Z Bolton – County Commissioner – handed out calendars from LEAHC, with pictures and poems from students in Lenawee County and thanked the Commission for their support with the joint parking area between Frosty Boy and LEAHC.

COMMISSIONER COMMENTS

1. Commissioner Faulhaber was concerned that some of the manholes on the new S Main Street were too low and asked if they would be fixed; Kristin Bauer will check with MDOT for the answer.
2. Administrator Nelson gave an update on the anticipated loss of Personal Property Tax and the possible Essential Service Assessment that would be assessed to local industry.
3. The Mayor congratulated Commission Warren's son, Spencer on being awarded all SEC scholar/athlete in football.

The next regular meeting of the Adrian City Commission will be held on Monday, December 17, 2012 at 7:00 p.m. in the City Chambers Building, 159 E. Maumee St, Adrian, MI 49221.

Greg DuMars
Mayor

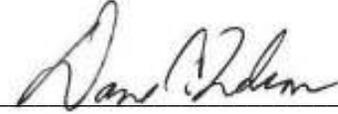
Pat Baker
City Clerk



CHECK REGISTER

December 17, 2012

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



Dane C. Nelson
City Administrator

DCN: mld

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 # 3718 through # 3719	\$97,499.40
General Fund	
Vouchers # 21232 through # 21245	\$233,948.21
Clearing Account Vouchers	
amounting to.....	<u>\$443,024.47</u>
TOTAL EXPENDITURES	<u>\$774,472.08</u>

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

Dec. 17, 2012

UTILITIES FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
3718	\$ 121,574.02	City of Adrian Clearing Acct	Check Reg 12/3
3719	\$ 97,499.40	City of Adrian Payroll	Payroll 12/03
	\$ 219,073.42		
	\$ (121,574.02)	Less: Check 3718	
	\$ 97,499.40	TOTAL	

December 17, 2012

Dec. 17, 2012

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
21232	\$ 2,057.76	US Post Master	Postage to mail tax bills
21233	\$ 267,650.05	City of Adrian Clearing Account	Check Register 12/3
21234	\$ 91.32	City of Adrian - Utilities	
21235	\$ 3,856.87	Quick Service Trans Inc	Payroll w/e 12/01
21236	\$ 204,283.04	City of Adrian Payroll	Payroll 12/07
21237	\$ 17,615.06	First Federal Bank	Soc Sec 12/07
21238	\$ 20.00	Brad Ruger	Cancelled snowmobile safety class
21239	\$ 21.67	Shane Horn	Employee Wellness
21240	\$ 21.67	Justin Combs	Employee Wellness
21241	\$ 21.66	Jonathan Gentner	Employee Wellness
21242	\$ 21.67	Kristen Wetzal	Employee Wellness
21243	\$ 15.30	Brian Brock	Recycle subscription refund Jan-June
21244	\$ 4,052.70	Quick Service Trans Inc	Payroll 12/08
21245	\$ 1,869.49	US Post Master	Postage for trash bills
	\$ 501,598.26		
	\$ (267,650.05)	Less : Check 21223	
	\$ 233,948.21		

December 17, 2012

EXP CHECK RUN DATES 12/17/2012 - 12/17/2012
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ADRIAN AREA CHAMBER OF COMMERCE	750.00		
2. CITY OF ADRIAN	1,828.03		
3. ADRIAN COMMUNICATIONS	368.00		
4. ADRIAN LOCKSMITH & CYCLERY	179.88		
5. ADRIAN MECHANICAL SERVICES CO	1,092.13		
6. ADRIAN PAINTERS SUPPLY & EQUIPMENT	26.25		
7. ADRIAN WATER CONDITIONING INC	19.50		
8. ADRIAN-TECUMSEH FENCE CO	210.00		
9. ALLIED INCORPORATED	921.23		
10. ALLIED WASTE SERVICES #259	1,333.92		
11. ALLIED WASTE SERVICES	117.00		
12. AMAZON CREDIT PLAN	395.78		
13. AMERICAN OFFICE SOLUTIONS, INC.	108.50		
14. AMERICAN WATER WORKS ASSN	1,615.00		
15. APPARATUS SERVICE	287.50		
16. APPLE MAT RENTAL	367.50		
17. ARCHBOLD EQUIPMENT CO	72.52		
18. ELIZABETH ARNOLD	44.91		
19. ARROW UNIFORM	53.82		
20. AUTO ZONE COMMERCIAL	4.99		
21. BADER & SONS CO	556.89		
22. BAKER & TAYLOR BOOKS	508.84		
23. BARNES & NOBLE BOOKSELLERS	331.90		
24. BARRETT'S GARDEN CENTER, INC	308.78		
25. BATTERY WHOLESALE	87.59		
26. GREG BELL CHEVROLET CADILLAC INC	49.81		
27. BELSON ASPHALT PAVING INC	19,230.92		
28. BIRCHLER ARROYO ASSOC INC	1,700.00		
29. BLACK SWAMP EQUIPMENT	71.50		
30. BOOK OF THE MONTH CLUB	122.53		
31. BRAKES-N-MORE	1,990.72		
32. BRONNER'S COMMERCIAL DISPLAY	3,188.20		
33. BS&A SOFTWARE	1,575.00		
34. BUCK & KNOBBY EQUIP CO INC	148.94		
35. CAREER TRACK	79.00		
36. CDW-G COMPUTER SUPPLIES	215.82		
37. CHIEF SUPPLY CORPORATION	273.97		
38. CITIZENS GAS FUEL CO	276.84		
39. CLEAN CARE INC	4,429.00		
40. CLIFT BUICK-GMC	79.68		
41. COAST TO COAST DELI	65.69		
42. COMCAST	5.37		
43. COMMSPEC, INC.	1,949.52		
44. CONTINENTAL CARBONIC PRODUCTS INC	656.00		
45. CTI & ASSOCIATES, INC.	4,713.13		
46. CUTLER DICKERSON CO	377.36		
47. D&P COMMUNICATIONS, INC.	1,675.56		
48. THE DAILY TELEGRAM	1,226.88		
49. JERRY DAVIS	113.41		

User: SHOLTZ

DB: Adrian

EXP CHECK RUN DATES 12/17/2012 - 12/17/2012
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
50. DIRECT TECHNOLOGY GROUP, INC	291.00		
51. DIXON ENGINEERING, INC.	649.50		
52. DOAN COMPANIES	183.75		
53. DTC COMMUNICATIONS INC	199.32		
54. DUO-SAFETY LADDER CORP.	88.24		
55. ENGLEWOOD ELECTRICAL SUPPLY	1,103.71		
56. TOM FAULHABER	46.00		
57. FIRSTLAB	17.95		
58. FUN EXPRESS	61.15		
59. GAYLORD BROS INC	115.79		
60. MARK GIGAX	58.29		
61. GILBARCO INC	240.00		
62. GOODWILL INDUSTRIES	284.60		
63. GOVCONNECTION INC	1,720.00		
64. GOVERNOR CROSWELL TEA ROOM	255.00		
65. GOVT FINANCE OFFICERS ASSOC	435.00		
66. GOVT FINANCE OFFICERS ASSOC	225.00		
67. GRAINGER INC.	427.00		
68. GREY HOUSE PUBLISHING, INC.	326.50		
69. HADDEN TIRE COMPANY	2,646.00		
70. HATHAWAY HOUSE	1,185.00		
71. SHAWN HATTERY	158.99		
72. HME INC.	114.82		
73. HOWARD MILLER PUBLIC LIBRARY	23.00		
74. HUBBARD'S AUTO CENTER INC	798.05		
75. I.T. RIGHT	2,560.25		
76. IDEXX LABORATORIES, INC.	464.15		
77. IMAGE GALLERY	147.00		
78. INGRAM LIBRARY SERVICES	86.90		
79. KAR LABORATORIES INC	960.00		
80. KARLE NURSERY & LANDSCAPING LLC	501.00		
81. ERIC KELLY	175.59		
82. KONICA MINOLTA BUSINESS SOLUTIONS	168.23		
83. KRIS SCHMIDT STUDIO	124.00		
84. BRENT KUBALEK	106.80		
85. NICK KUSISTO	48.00		
86. LACAL EQUIPMENT INC	274.24		
87. LANSING SANITARY SUPPLY INC	38.69		
88. LEGACY PRINTING	384.27		
89. LENAWEЕ COUNTY HEALTH DEPT	155.00		
90. LENAWEЕ COUNTY PRINTER	455.87		
91. LENAWEЕ COUNTY SHERIFF'S OFFICE	95.00		
92. LENAWEЕ ECONOMIC DEVELOPMENT CORP.	325.00		
93. LENAWEЕ TIRE & SUPPLY CO, INC.	709.39		
94. DUSTIN LENT	31.80		
95. LJ CONSTRUCTION, INC.	42,400.00		
96. DOUG LOLLEY	70.39		
97. LONG'S OUTDOOR POWER	209.00		

User: SHOLTZ

DB: Adrian

EXP CHECK RUN DATES 12/17/2012 - 12/17/2012
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
98. LOWE'S CREDIT SERVICES	1,521.88		
99. MANPOWER OF LANSING MI INC.	3,801.72		
100. MAPLE CITY SWINGERS	145.00		
101. MARSHALL MUSIC CO.	650.95		
102. MCGOWAN ELECTRIC SUPPLY INC	1,401.30		
103. MENIAL TASKS LLC	80.00		
104. MICHIGAN DEPARTMENT OF	68,250.59		
105. MICHIGAN ECONOMIC DEVELOPERS ASSOC	260.00		
106. MICHIGAN GREEN INDUSTRY ASSOC.	190.00		
107. MICHIGAN METER TECHNOLOGY GROUP INC	630.00		
108. MICHIGAN MUNICIPAL LEAGUE	97.20		
109. MICHIGAN REC & PARK ASSOC	445.00		
110. STATE OF MICHIGAN	5,575.00		
111. STATE OF MICHIGAN	150.00		
112. MICHIGAN WATER ENVIROMENT ASSOC.	325.00		
113. MICROMARKETING LLC	371.35		
114. MIDWEST TAPE	220.90		
115. JEAN MISSELDINE	90.47		
116. MT BUSINESS TECHNOLOGIES, INC	212.01		
117. NATIONAL FIRE PROTECTION ASSOC	165.00		
118. NATIONAL GEOGRAPHIC	53.20		
119. NON DESTRUCTIVE TESTING GROUP	798.40		
120. NORTH EASTERN UNIFORMS & EQUIPMENT	269.95		
121. OFFICIAL PAYMENTS CORPORATION	53.61		
122. OMNI III	844.68		
123. OMNIGRAPHICS INC.	163.70		
124. PARAGON LABORATORIES INC	60.00		
125. PEERLESS SUPPLY INC	171.55		
126. JAMES PERRY	319.99		
127. PINNACLE IRRIGATION INC.	500.00		
128. PITNEY BOWES INC	3,812.00		
129. POLARIS LIBRARY SYSTEMS, INC	916.00		
130. PRESORT SERVICES INC	904.14		
131. PROFESSIONAL PUMP INC	1,659.53		
132. QUARTERMASTER	55.48		
133. QUICK SERVICE TRANSPORTATION	976.93		
134. QUILL CORPORATION	607.04		
135. REALVNC LTD	1,957.00		
136. RECORDED BOOKS LLC.	239.40		
137. RED PAINT PRINTING LLC	534.00		
138. THOMAS RINEY	170.80		
139. TIM ROBERTS	213.05		
140. JOE RUPLEY	640.00		
141. SAFETY KLEEN SYSTEMS, INC	273.41		
142. JAMIE SCHMITZ	116.59		
143. SCHUG CONCRETE CONSTRUCTION INC	6,408.18		
144. KEITH SCHULTZ	150.00		
145. SHU-PAK EQUIPMENT INC	416.46		
146. SIEMENS INDUSTRIES, INC	1,200.00		

EXP CHECK RUN DATES 12/17/2012 - 12/17/2012
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
147. SOLARBEE INC	4,326.00		
148. SOUTHERN MI REC & PARK ASSO	60.00		
149. SPENCER MANUFACTURING INC.	192,817.50		
150. STAPLES CREDIT PLAN	54.90		
151. STAPLES CREDIT PLAN	249.99		
152. STATE INDUSTRIAL PRODUCTS	207.09		
153. STEVENS DISPOSAL	583.41		
154. STEVENSON LUMBER, INC.	3.94		
155. TDS SECURITY, INC	357.00		
156. THOMAS SCIENTIFIC, INC	896.00		
157. RAY THOMPSON	100.00		
158. THOMSON WEST	249.48		
159. TIME EMERGENCY EQUIPMENT INC	88.50		
160. TRACTOR SUPPLY COMPANY	210.71		
161. THE TRAINING NETWORK, INC.	515.85		
162. TRUCK & TRAILER SPECIALITIES, INC	379.56		
163. TTB CLEANING LLC	3,300.00		
164. U S POSTMASTER	190.00		
165. UNITED PARCEL SERVICE	41.55		
166. USA BLUEBOOK	138.21		
167. UTILITIES INSTRUMENTATION SERVICE I	3,462.12		
168. UTILITIES REDUCTION SPECIALISTS INC	283.71		
169. VERIZON	371.52		
170. VERIZON WIRELESS	713.28		
171. WATER ENVIRONMENT FED.	107.00		
172. WEPHOTO LLC	875.00		
173. WESTERN LIME CORPORATION	5,280.00		
174. DANIEL WRIGHT	144.15		
TOTAL ALL CLAIMS	443,024.47		



REGULAR AGENDA

MEMO



DATE: December 14, 2012

TO: Hon. Mayor DuMars and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: 2013 Bridge Inspections

Attached is a request from the City Engineer to retain the services of Tetra Tech, which is an engineering firm in Ann Arbor. This firm has conducted bridge inspections for the City for the past 16 years, as this is a state mandate every two years. Since the City has used Tetra Tech for these past 16 years and since they are intimately familiar with all of the existing conditions of the existing City bridges, I concur with the recommendation of the City Engineer to waive the formal bid process. In addition, the City Engineer wishes to proceed with assistance from this firm to look for funding sources which is also a reasonable price in her opinion. Again, it would appear to be unnecessary to have this part of the project bid out when the City has utilized the services with Tetra Tech over the past several years.

Respectfully Submitted,



Dane C. Nelson

December 10, 2012

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Biennial Bridge Inspections



We solicited prices from Tetra Tech of Ann Arbor for two items of work: Task A – Biennial Bridge Inspections and Task B – Preparation of the 2016 MDOT Bridge Funding Application.

We are required to perform bridge inspections biennially and report the findings to MDOT via the Michigan Bridge Inspection System (MBIS). Tetra Tech has been performing these inspections for the last 16 years. This inspection is due to be reported to MDOT by April 1, 2013. Following the inspections the City will receive a report on each bridge with documentation of maintenance and/or repairs required on the bridges. Cost to perform these inspections by Tetra Tech is \$6,200.

During the 2011 inspections it was noted that the majority of the bridge substructures required sandblasting and painting along with the placement of riprap at the bridge abutments to limit the potential for bridge scour (undermining of bridge abutments). We explored the costs for completing these tasks along with the other maintenance items complete in 2012, however upon receiving the conceptual cost estimates for this work it was apparent another funding source would be needed as the work is estimated to cost \$375,000. Tetra Tech notified us of the availability of Local Bridge funds. Application for these funds requires much of the data obtained in our biennial bridge inspections and requires each bridge to be submitted individually with narratives and pictures. Tetra Tech provided a cost to perform this work and submit the grant documents by the May 1, 2013 deadline for \$6,300.

It is my recommendation to award both tasks of this bridge project to Tetra Tech in the amount of \$12,500. It is our feeling that the years of experience that Tetra Tech has with the Adrian bridges offers us some economy on this project.

Funds for these projects are available in the Major and Local Street Fund Accounts: 202-473.00-801.000 (\$10,700) and 203-473.00-801.000 (\$1,800).



December 10, 2012

Ms. Kristin Bauer, PE
City Engineer
City of Adrian
135 E. Maumee Street
Adrian, MI 49221

**Re: Proposal for Engineering Services
2013 Biennial Bridge Inspections – Adrian, Michigan**

Dear Ms. Bauer:

In response to your request, Tetra Tech is pleased to submit this proposal for inspecting Adrian's bridges in accordance with National Bridge Inspection System (NBIS) and MDOT requirements for each bridge. We understand these bridges to include:

- ◆ Bent Oak Ave over Raisin River
- ◆ Bent Oak Ave over Wolf Creek
- ◆ Maumee Ave over Raisin River
- ◆ College Ave over Raisin River
- ◆ Michigan Ave over Raisin River
- ◆ Merrick Street over Raisin River
- ◆ Maple Ave over Raisin River

Furthermore, the City requested Tetra Tech's assistance in applying for MDOT's Local Bridge Program which provides partial grant funding for major repairs of locally-owned bridges.

Tetra Tech has appreciated the opportunity to provide bridge services to Adrian over the last sixteen years. Together we have conducted necessary inspections to keep the city in compliance with MDOT and FHWA rules while implementing required bridge maintenance needed to allow the bridges to serve the future generations of Adrian residents.

SCOPE OF SERVICES

Our scope will include the following efforts:

Task A – Biennial Bridge Inspections

1. Perform a visual inspection of each structure, utilizing a qualified inspector.
2. Review and update the MDOT Bridge Inspection Report (BIR), and the Structure Inventory and Appraisal Form (SIA) for each structure on MDOT's website utilizing the Michigan Bridge Inspection System (MBIS). The City will need to provide Tetra Tech with access to their MBIS database. We can assist the City with this task if requested.

Tetra Tech

710 Avis Drive, Ann Arbor, MI 48108

Tel 734.665.6000 Fax 734.665.2570 www.tetrattech.com



3. Perform an independent inspection and review of the inspection documents. This is required every third bridge inspection cycle, and was not performed on either of the last two inspection cycles.
4. Submit the completed and revised forms to MDOT electronically using the MBIS. Photographic evidence of any bridges that are load posted will be submitted to MDOT via mail, per their requirements.
5. Submit copies of the completed forms to the City for your files.
6. Prepare a write-up of each of the bridges' condition, observations on the condition of bridge elements, and repair or maintenance recommendations for the City's use. A summary of photos taken during the inspection will be included for each bridge in the report.

Task B – Complete MDOT Funding Application

1. Develop a package to be submitted to MDOT for funding in 2016 through the Local Bridge Program.
2. The scope of work included in this proposal will be to develop a package for a maximum of two projects to be included in the submittal.
3. A cost estimate will be completed for each option with enough time for the City to get a resolution complete and included in the package.
4. The total package will be submitted to the City in time to meet the anticipated due date of May 1, 2013.

ITEMS NOT CURRENTLY INCLUDED IN SCOPE

- Load rating calculations for any of the bridges. We will review the current load rating information on the inspection forms and will provide recommendations for performing the calculations if warranted.
- Attend QA/QC review meeting if requested by MDOT.

SCHEDULE

Upon receiving the City's authorization, we will complete the bridge inspections no later than March 28, 2013 and submit the completed bridge inspection documentation and write-up to the City within two weeks thereafter. We request authorization no later than February 28, 2013, to complete this work by the end of March.

The cost estimates for the funding application will be completed in time for the City to get a signed resolution to be included into the application. A draft of the package will be submitted to the City for review no later than April 1, 2013. The final package will be submitted to the City at least 1 week prior to the date the package will be due to MDOT. This date will be determined by the call for application letter that will be posted to the MDOT website in January.



COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on the following lump sums for each task. The City may choose to complete one or more of the tasks.

Task A – Biennial Bridge Inspections	\$6,200
Task B – Complete MDOT Funding Application	<u>\$6,300</u>
Total	\$12,500

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to the opportunity to continue providing bridge services to the City of Adrian.

Sincerely,

A handwritten signature in black ink that reads "Brian M. Rubel".

Brian M. Rubel, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

Salary Cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.

Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project-related services provided by other parties to Consultant.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RE: CITY ENGINEER – Biennial Bridge Inspection and Grant Proposal

RESOLUTION

WHEREAS, the City Engineer has secured pricing from Tetra Tech, Ann Arbor, MI to provide biennial bridge inspections for 7 City bridges and complete the MDOT 2016 Local Bridge funding application; and

WHEREAS, Task A (\$6,200) of the project entails inspections of 7 City Major and Local street bridges including all required reporting to MDOT:

Major Street:

- Bent Oak Ave. over River Raisin
- Bent Oak Ave. over Wolf Creek
- W. Maumee St. over River Raisin
- College Ave. over River Raisin
- Michigan Ave over River Raisin
- Maple Ave. over River Raisin

Local Street:

- Merrick St. over River Raisin

Task B (\$6,300) of the project includes development of a funding application for submittal to MDOT for substructure painting and riprap for scour prevention; and

WHEREAS, due to the familiarity by the vendor of the specific job requirements, the City Engineer and City Administrator recommend waiving of the competitive bid process in the best interests of the City, select and engage Tetra Tech, Ann Arbor, MI in the City’s Standard Professional Services Contract to perform both tasks at a cost not to exceed \$12, 500; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Major Street Fund \$10,700 (202-473.00-801.000 Contract Services) and Local Street Fund \$1,800 (203-473.00-801.000 Contract Services); and

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission, by this resolution, hereby approves the selection and engagement of Tetra Tech, Ann Arbor, MI in the City’s Standard Professional Services Contract to provide biennial bridge inspections for 7 City bridges and complete the MDOT 2016 Local Bridge funding application.

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

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



MEMORANDUM – UTILITIES DEPARTMENT

DATE: December 10, 2012

TO: Dane C. Nelson, City Administrator

FROM: Shane A. Horn, Utilities Director
Kristin Bauer, City Engineer

SUBJECT: REVISED M-52 MDOT Contract for Sanitary Sewer and Local Street Improvements

The original contract with MDOT that was approved at the April 2, 2012 commission meeting for sanitary sewer and associated local street improvements was amended to show the true cost for securing Right-of-Way easement acquisitions for new sanitary sewer work along the South Main Reconstruction project. The original contract had listed \$34,000 for Right-of-Way acquisition costs. Due to the inability to reach an agreement with one property owner, this cost was reduced to \$24,500. In this one case, instead of replacing the sewer with a new 12” sewer main we lined the existing sewer with a cured-in-place liner. This resulted in a change in the original MDOT contract and required this revision.

This amended contract with MDOT requires a certified resolution of the City Commission authorizing the Mayor and City Clerk to execute the contract. The attached resolution approving the revised contract has been prepared for City Commission consideration at the December 17, 2012 scheduled meeting. I respectfully recommend approval of this resolution authorizing the Mayor and City Clerk to execute the revised MDOT contract for sanitary sewer and local street improvements as part of the reconstruction of M-52 between Beecher and US 223.

R12-138

RE: UTILITIES DEPARTMENT AND CITY ENGINEER– Revised Contract with Michigan Department of Transportation (MDOT) South Main Street (M-52) Reconstruction Project – Related Sanitary Sewer and Local Street Improvements

RESOLUTION

WHEREAS the Adrian City Commission, by Resolution R12-033 dated April 2, 2012, approved a contract with the Michigan Department of Transportation (MDOT) to install new sanitary sewer and related water main and local street improvements associated with the reconstruction of South Main Street (M-52); and

WHEREAS MDOT has submitted to the City of Adrian a REVISED contract (# 12-5076) due to the inability to reach an easement agreement with a property owner for the replacement of sanitary sewer which reduced the original contract amount allocated to Right-of-Way acquisition; and

WHEREAS the estimated cost of Right-of-Way Acquisition of \$34,000 is being reduced to \$24,500, which the Finance Director indicates has been provided for in the FY2012-13 Budget in the following accounts: Sewer Capital Projects Fund (497-555.00-975.142) and Local Street Fund (203-451.10-801.203); and

WHEREAS the Utilities Director, City Engineer and City Administrator recommend that the City Commission authorize the Mayor and City Clerk to sign the appropriate revised contract documents; and

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the REVISED Michigan Department of Transportation (MDOT) Contract No. 12-5076, Job Nos. 87522A, 87522B, and 87522C, and authorizes the Mayor and City Clerk to sign the appropriate contract documents implementing reconstruction of South Main Street (M-52), including related sanitary sewer installation, as well as related road and drainage improvements.

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

MEMO



DATE: December 14, 2012

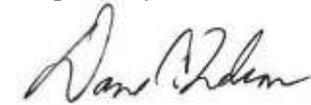
TO: Hon. Mayor DuMars and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Water Meter Repair and Replacement

Attached is a recommendation from the Utilities Director to waive the formal bid process in order to purchase water meters for several commercial and industrial locations throughout the City. As with our residential meters, we have utilized one water meter equipment supplier for the past 35 years, being Neptune Technology Group. In addition, all of the current meter reading equipment and billing software has been designed exclusively for use with this company's technology. The proposed vendor, Michigan Meter, is the sole distributor of Neptune water meter products in the state of Michigan, and as such I concur with the recommendation of the Utilities Director to waive the formal bid process and proceed with an agreement with Michigan Meter for the purchase of the meters in question.

Respectfully Submitted,



Dane C. Nelson



MEMORANDUM – UTILITIES DEPARTMENT

DATE: December 11, 2012

TO: Dane C. Nelson, City Administrator

FROM: Shane A. Horn, Utilities Director

SUBJECT: Water Meter Repair and Replacement

We received a quote from Michigan Meter, Inc. of Madison Heights, Michigan to provide and install new meters at 49 commercial/industrial locations around the city. These meters range in size from 1½ to 10 inches. The meters scheduled for replacement range in age from 20 to 59 years old. We have utilized Neptune Technology Group as our water meter equipment supplier exclusively for the last 35 years. Our current meter reading equipment and billing software is designed exclusively for the use of Neptune water meter technology. Michigan Meter is the sole authorized distributor for Neptune Water Meter products in the State of Michigan (see attached letter). Michigan Meter's quote for this water meter replacement project totals \$81,810.90. Based upon Michigan Meter's designation as the sole distributor of Neptune products in Michigan I respectfully recommend that the bid process be waived and that we proceed with this Water Meter Replacement Project with Michigan Meter, Inc. of Madison Heights, MI for a total of \$81,810.90. Funds for this project have been budgeted in the Water Fund Capital Budget (496-531.00-977.502) and (496-531.00-977.504).

cc: Jeff Pardee, Finance Director
Nancy Dart, Office Manager



NEPTUNE Take Control.

December 5, 2012

Nancy Dart
City of Adrian, MI

Dear Nancy;

Michigan Meter is the sole authorized distributor and factory trained service provider for Neptune Water Meter products in the State of Michigan. Neptune has a long-standing relationship with Michigan Meter and they bring over 180 years of water works experience to the Michigan water community. Their local office is at 799 E. Whitcomb St. in Madison Heights, MI. You can contact them via phone at 248.585.3700.

As our distributor, Michigan Meter maintains a substantial inventory of product and are factory trained and authorized, enabling them to uniquely meet the needs of the water community in Michigan.

Thank you for your interest in Neptune. If you have any questions or need more information, please contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "James J. Yearsin".

James J. Yearsin
Territory Manager, Michigan
Neptune Technology Group, Inc.

ACCOUNT NUMBER	NAME	ADDRESS	SIZE	APPROX AGE	REPLACEMENT PLAN	APPROX COST	INST COST
0145-01310-03-1	INTEVA PRODUCTS LLC	1450 E BEECHER ST	10"	1981	INSPECT METER MEASURING CHAMBER		\$ 400.00
0145-01281-02-1	INTEVA PRODUCTS LLC	1450 E BEECHER ST	8"	unknown	DOWNSIZE 6" TRUFLO (OUR METER)	\$ 1,693.00	\$ 900.00
0145-01323-00-0	PRISON	2727 E BEECHER ST	8"	1989	REPLACE W/PROTECTUS III SS FS W/ECODER I	\$ 13,952.00	\$ 1,600.00
0145-00081-00-0	ADRIAN VILLAGE	1555 W MAUMEE ST	6"	1970	REPLACE W/6"PROTECTUS III ss W/ECODER I	\$ 10,073.00	\$ 1,600.00
0145-00946-01-1	ERVIN AMSTEEL	915 TABOR ST	6"	1978	TEST AND REPAIR, INSTALL ECODER I	\$ -	\$ 400.00
0145-00070-02-1	MAPLEWOOD ESTATES	1550 W BEECHER ST	6"	1987	UME EX. AND SERVICE STRAINER W/ECODER I	\$ 997.00	
0107-01065-01-0	SUPERLAUNDROMAT	1114 S WINTER ST	4"	1992	UME AND VALVE EXCHANGE W/ECODER I	\$ 1,842.00	
0145-01841-00-0	CHEMTURA CORP (BIO LAB)	1406 E MICHIGAN ST	4"	1977	UME AND VALVE EXCHANGE W/ECODER I	\$ 1,842.00	
0145-00125-00-0	LENAWEE CHRISTIAN SCHOOL	111 WOLF CREEK HWY	4" CO	1987	UME AND VALVE EXCHANGE W/ECODER I	\$ 1,842.00	
0107-00264-01-1	ADRIAN MALL	1357 S MAIN ST	3"	1970	REPLACE W/3" TRU FLO, STRAINER & SPOOLPC	\$ 2,933.00	\$ 525.00
0102-02280-02-1	MASONIC TEMPLE	160 E MAUMEE ST	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0102-02461-01-1	CROSWELL OPERA HOUSE	129 E MAUMEE	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0103-03220-01-1	GATEHOUSE MEDIA	133 N WINTER	2"	1961	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0107-00300-02-1	ELDER BEERMAN	ADRIAN MALL	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0108-02900-02-1	COLLEGE COURT APARTMENTS	128 S CHARLES	2"	1966	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0109-01180-02-1	NOB HILL APTS LLC	1338 W MAUMEE	2"	1971	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0145-00240-01-1	RIVERSIDE PROFESSIONAL BLDG	770 RIVERSIDE AVE	2"	1972	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0145-00420-02-1	GOODWILL INDUSTRIES	1357 DIVISION ST	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0145-00862-02-1	VENCHURS	751 S CENTER ST	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0145-00950-01-1	ERVIN AMSTEEL	915 TABOR ST	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0145-01180-02-1	ADRIAN ESTATES	1003 LANSING ST	2"	1985	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0302-00491-01-0	FRIENDSHIP PLACE	201 E MAUMEE	2"	1979	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0309-00700-00-0	LAKESHIRE HOMEOWNERS	770 LAKESHIRE	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0309-00700-00-0	LAKESHIRE HOMEOWNERS	770 LAKESHIRE	2"	unknown	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0101-02300-01-1	BEREAN BAPTIST CHURCH	751 W MAUMEE ST	2"	1961	REPLACE WITH 2" COMPOUND	\$ 1,667.50	\$ 185.00
0203-02860-02-1	WOODCREST APARTMENTS	814 S MAIN ST	1 1/2 "	1966	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0203-02900-02-1	WOODCREST APARTMENTS	814 S MAIN ST	1 1/2 "	1967	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0107-00190-02-1	BRUMAR RESTAURANT	1359 S MAIN ST	1 1/2"	1980	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0107-03560-01-1	ST STEPHENS LUTHERAN	632 S MADISON ST	1 1/2"	unknown	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01000-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01020-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01040-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01060-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01080-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01100-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01120-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01140-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0109-01160-02-1	NOB HILL APTS LLC	1338 W MAUMEE	1 1/2"	1971	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0145-00040-01-1	CITY OF ADRIAN	419 S MC KENZIE	1 1/2"	unknown	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00

ACCOUNT NUMBER	NAME	ADDRESS	SIZE	APPROX AGE	REPLACEMENT PLAN	APPROX COST	INST COST
0145-00139-01-1	GREENHOUSE CONDO	784 W MAPLE AVE	1 1/2"	1991	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0145-00947-01-1	ERVIN AMSTEEL	915 TABOR ST	1 1/2"	unknown	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0145-02690-01-1	CITY OF ADRIAN	101 OAKWOOD DR	1 1/2"	1987	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0201-01360-01-1	ADRIAN COLLEGE	1108 MICHIGAN AVE	1 1/2"	1991	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0203-02880-02-1	WOODCREST APARTMENTS	814 S MAIN ST	1 1/2"	1966	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0203-02840-02-1	WOODCREST APARTMENTS	814 S MAIN ST	1 1/2"	1966	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0206-02940-06-1	BY ENTERPRISES	319 STATE ST	1 1/2"	1953	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0210-02700-01-1	UPS	1129 LOWE AVE	1 1/2"	1988	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0309-00784-00-0	RIVERSIDE PROPERTIES	580 RIVERSIDE AVE	1 1/2"	1989	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
0107-03107-01-1	LENAWEE CO UAW BLDG	1360 W BEECHER ST	1 1/2"	1973	REPLACE WITH 1 1/2" ECODER I	\$ 413.35	\$ 146.00
						\$ 70,106.90	\$ 11,704.00

GRAND TOTAL	\$ 81,810.90
--------------------	---------------------

Installation does not include pipe fittings, valves, or nipples. Piping work is an additional Hourly charge of \$75.00.
Large meter installation "less crane" if City comes out to do lifting there is no additional charge.

R12-139

RE: DEPARTMENT OF UTILITIES – Authorization to Purchase and Install Water Meters

RESOLUTION R12-___

WHEREAS the Utilities Department has an ongoing water meter upgrade and replacement program that consolidates all purchases from the same vendor to provide economies due to consistent technology and parts inventory; and

WHEREAS Michigan Meter, Madison Heights, MI is the sole authorized supplier of Neptune Water Meter products in Michigan, which the City has used for several years; and.

WHEREAS the Utilities Director recommends that the City’s best interests would be served by waiving the bid process to complete another water meter replacement project from Michigan Meter; and

WHEREAS sufficient funds are available in the FY2012-13 Water Capital Project Fund (# 496) Budget to cover the cost of these meters, specifically:

(496-531.00-977.502)	ARB Large Meters	\$26,053
(496-531.00-977.504)	Meter Replacement	\$55,757.90
	Total	<u>\$81,810.90</u> ; and

WHEREAS the City Administrator recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes the purchase and installation of water meters from Michigan Meter, Madison Heights, MI in amount of \$81,810.90 with funds for this project designated in the Water Capital Project Fund (# 496) Budget, specifically:

(496-531.00-977.502)	ARB Large Meters	\$26,073
(496-531.00-977.504)	Meter Replacement	\$55,757.90
	Total	<u>\$81,810.90</u>

BE IT FURTHER RESOLVED that, in the best interests of the City and in accordance with the provisions of Chapter 12 of the City Charter and Chapter 9 of the Codified City Ordinances, the competitive bid process be waived.

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



Adrian Public Library

143 E. Maumee St. • Adrian, Michigan 49221-2773

(517) 265-2265 • Fax (517) 265-8847
www.adrian.lib.mi.us

December 11, 2012

To: Honorable Mayor Greg DuMars and City Commission

From: Carol Souchock, Adrian Public Library Director

CC: Dane Nelson, City Administrator and Jeff Pardee, Finance Director

Re: MSU Federal Broadband Opportunities Technology Program Grant Acceptance and Data and Electrical Upgrades

In 2010 the American Recovery and Reinvestment Act provided the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Agriculture's Rural Utilities Service (RUS) with \$7.2 billion to expand access to broadband services in the United States. Of those funds, the Act provided \$4.7 billion to NTIA to support the deployment of broadband infrastructure, enhance and expand public computer centers, encourage sustainable adoption of broadband service, and develop and maintain a nationwide public map of broadband service capability and availability. This entire project is known as the **Broadband Opportunities Technology Program (BTOP)**.

The long term goal of these Recovery Act investments is to help bridge the digital divide, improve access to education and healthcare services, and boost economic development for communities held back by limited or no access to broadband – communities that would otherwise be left behind.

Our library has benefited from all three categories of BTOP: Comprehensive Community Infrastructure (the state wide Merit Project), Public Computer Centers, and Sustainable Broadband Adoption (JCC has provided free hands on computer classes to our patrons).

Today, I am addressing the Public Computer Centers aspect of BTOP. Public Computer Centers are defined as:

Projects to establish new public computer facilities or upgrade existing ones that provide broadband access to the general public or to specific vulnerable populations, such as low-income individuals, the unemployed, seniors, children, minorities, and people with disabilities.

As part of the public computer centers aspect of BTOP Michigan State University was hired to inventory Michigan library's public access computers and technology needs. It was determined that our library was under serving the public based on our population and existing technology assets. As a result The Adrian Public Library was awarded \$55,422.81 to replace our

current public access computers, increase the number of public access computers, create a mobile computer lab, provide new computer furniture for the youth floor, and address additional technology needs. BTOP funds may only be used to support technology that is used by the public or that provides staff with the resources to do so.

Through BTOP we are receiving 22 Dell public access computers, 11 laptops, a laptop cart to create a mobile computer lab, and computer furniture for the youth floor.

I also worked with IT director Paul Trinko to determine which additional technology needs we should seek to address with BTOP funding. It was determined that we would upgrade our public wireless network, purchase and install a ceiling mounted projector in our meeting room, and purchase four iPads which will be used for hands on training.

The City of Adrian is required to provide an in kind match of \$6,750. Paul has purchased an educational computer for older children and software for our new computers to meet this match.

It is necessary to upgrade our aged data lines and relocate electrical floor boxes in the youth department for the additional computers and install additional circuits and data lines on the main floor. The cost of data and electrical upgrades is \$7,608. These upgrades have been planned for in the library's five year capital plan. I had requested funding for the data and electrical upgrades in my FY 2012/2013 and FY2011/2012 capital budgets. These upgrades are to be made using \$1,700 in grant funding from the Stubnitz Foundation (101-738.00-969-000) and \$5,908 in library capital funds (101-738.00-975-000).

I am requesting permission from the City Commission to accept the BTOP grant assets which total in value of \$55,423 and to move forward with hiring Clegg Electric and Commspec for the data and electrical upgrades for a cost of \$7,608. The attached resolution has been prepared for consideration by the City Commission at their meeting of December 17, 2012. If you have any questions or need for further information, please contact my office.

BTOP Round 2 Budget

Adrian Public Library

Date last updated:

11/28/12

Computers		# approved	Budget	Actual	Available Funds (\$)	ORDER INFO						
Allocation		27	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	Approved	Placed On	Notes				
Item	QTY	Cost/Unit	Total Cost									
x Dell Optiplex 9010 MT - i7, 64-bit	22	\$ 910.50	\$ 20,031.00		yes	11/7/12	Purchase Id#: 2004169608882					
x Dell Latitude E5420 - i7, 64-bit	11	\$ 999.24	\$ 10,991.64	\$ 31,022.64	yes	11/7/12	Purchase Id#: 2004169608882					
			\$ -									
Other Stuff		Budget	Actual	Available Funds (\$)	available budget for furniture based on items listed on this budget as of 9/21/12; maximum available, regardless, could not exceed \$13,500							
Allocation		27	\$ 13,500.00	\$ 13,500.00								
Item	QTY	Cost/Unit	Total Cost									
x LDA Furniture	1	\$ 11,378.83	\$ 11,378.83	\$ 13,405.33					yes	10/24/2012	req#110997	
x LDA - Laptop Cart	1	\$ 2,026.50	\$ 2,026.50						yes	10/24/2012	req#110997	
			\$ -									
Reserve - if approved		Budget	Actual	Available Funds (\$)								
Allocation		27	\$ 14,922.81	\$ 14,922.81								
x Vision - Projector, Microphone, DVD Player for	1	\$ 4,139.98	\$ 4,139.98						yes	10/28/2012	Req#111285	
I.T.Right - Wireless Network Equipment INSTA	5	\$ 135.00	\$ 675.00	estimate								
x CDWG - CISCO ACCESS POINTS	4	\$ 614.35	\$ 2,457.40		YES	10/25/2012	REQ# 11256					
x CDWG - CISCO WIRELESS	1	\$ 1,234.85	\$ 1,234.85		YES	10/25/2012	REQ# 11256					
x CDWG - SMARTNET 8X5XNBD	1	\$ 95.61	\$ 95.61		YES	10/25/2012	REQ# 11256					
iPad w/Retina display 16GB	4	\$ 499.00	\$ 1,996.00									
AppleCare for iPad	4	\$ 99.00	\$ 396.00									
Cash Match		Budget	Actual	Available Funds (\$)	donation confirmation received, requested proof of payment							
Requirement		27	\$ 6,750.00	\$ 6,750.00								
<i>TechSoup Software (need to have MS Office 2010 for all public access computers purchased through BTOP)</i>	1	\$ 1,321.00	\$ 1,321.00									
			\$ -									
AWE Early Literacy Stations - Michigan Special	1	\$ 5,846.00	\$ 5,846.00	City of Adrian PO#55498								
11/15/12 invoice received, proof of payment to be sent ASAP.												
Total Expenses		Budget	Funds Used	Available Funds (\$)								
		\$ 55,423	\$ 55,423	\$ -								

MSU Portion \$ 55,422.81

Library Cash-Match \$ 6,750.00
 Cash Match Already Paid by Library \$ 7,167.00

Cash-Match Due by Library **Need to invoice Library**

Amount spent over allocation \$ - If positive - Invoice Library



121 N. Tecumseh Street, Adrian, MI 49221
Phone 517-263-4840 Fax 517-263-7469

FAX COVER SHEET

DATE 8/21/12

TO: ADRIAN PUBLIC LIBRARY

FAX# 265-8847

PH. 264-4877

C 248-245-5057

ATTN: CAROL SOUCHOCK

FROM: ED CLEGG

TOTAL PAGES: _____

RESPOND: YES _____ NO _____

REMARKS: RE: ADULT - COMPUTER WORK STATIONS

SUBJECT: ELECTRICAL INSTALLATION

1. ADD 2 CIRCUITS, OUTLETS, AND SURFACE RACEWAY
TO NEW STATION

2. ADD STUB TO BASEMENT AND SURFACE RACEWAY
FOR DATA TO NEW STATION

TOTAL: \$ 1,065⁰⁰

REMARKS:

1. BASED ON WORK DURING NORMAL HOURS

2. " " DATA CABLE AND DEVICES -- BY OTHERS

3. CALL WITH ANY QUESTIONS



121 N. Tecumseh Street, Adrian, MI 49221
 Phone 517-263-4840 Fax 517-263-7469

FAX COVER SHEET

DATE 8/9/12

TO: ADRIAN PUBLIC LIBRARY

FAX# 517-265-8847

PH: 264-4877

C 248-245-5057

ATTN: CAROL SOUCHOCK

FROM: ED CLEGG

TOTAL PAGES: _____

RESPOND: YES ___ NO ___

REMARKS: RE: YOUTH-COMPUTER WORK STATIONS

SUBJECT: ELECTRICAL INSTALLATIONS DISCUSSED

1. TO RELOCATE (4) EXISTING SURFACE POWER FLOOR BOXES

TOTAL: \$ 640⁰⁰

2. TO ADD (4) NEW DATA SURFACE FLOOR BOXES + STUBS

TOTAL: \$ 640⁰⁰



COMMSPEC
 Your Communication Specialists!
 (517) 266-6773

Proposal/Order Contract

DATE	Proposal No.
10/22/2012	2311

NAME / ADDRESS
City of Adrian 135 E Maumee St Adrian, MI 49221

TERMS
Net 30

ITEM	DESCRIPTION	QTY	COST	TOTAL
Quote	Price to include labor and material for Library 7 Drops Public Network \$2250.00		2,250.00	2,250.00

Budgetary purpose only. Job is T&M. Prices valid for 30 days.	Sub Total	\$2,250.00
Purchaser, by signature, acknowledges that he has read and agrees to the terms and conditions printed on the back hereof which terms and conditions shall be incorporated in and made a part of this Contract for all purposes. All Orders F.O.B. factory, unless otherwise indicated. Prices good for 30 days.	Sales Tax (6.0%)	\$0.00
	Total	\$2,250.00

Purchaser: _____

By: _____ Seller COMMSPEC, Inc. _____

Phone #	Fax #	E-mail
517-266-6773	517-263-1608	commspec@commspec.biz



COMMSPEC
 Your Communication Specialists!
 (517) 266-6773

Proposal/Order Contract

DATE	Proposal No.
11/27/2012	2312

NAME / ADDRESS
City of Adrian 135 E Maumee St Adrian, MI 49221

TERMS
Net 30

ITEM	DESCRIPTION	QTY	COST	TOTAL
Quote	Price to include labor and material Library Add 14 Drops in Tweens		3,013.00	3,013.00

Budgetary purpose only. Job is T&M. Prices valid for 30 days.	Sub Total	\$3,013.00
Purchaser, by signature, acknowledges that he has read and agrees to the terms and conditions printed on the back hereof which terms and conditions shall be incorporated in and made a part of this Contract for all purposes. All Orders F.O.B. factory, unless otherwise indicated. Prices good for 30 days.	Sales Tax (6.0%)	\$0.00
	Total	\$3,013.00

Purchaser: _____

By: _____ Seller COMMSPEC, Inc. _____

Phone #	Fax #	E-mail
517-266-6773	517-263-1608	commspec@commspec.biz

**RE: ADRIAN PUBLIC LIBRARY – BTOP Technology Upgrade Grant
Acceptance and Data and Electrical Upgrades**

RESOLUTION

WHEREAS Michigan State University, administering grant funds provided by the American Recovery and Reinvestment Act, has awarded funding to the City of Adrian in the amount of \$55,422.81 for the purpose of acquiring 22 public computers, 11 laptops, a laptop cart, computer furniture, and technology equipment for the Adrian Public Library; and

WHEREAS the 22 public computers, 11 laptops, a laptop cart, computer furniture, and technology equipment will be purchased by Michigan State University, donated to the City of Adrian for use by the Library and become City assets recorded in the appropriate funds; and

WHEREAS the cost of the data upgrades is \$5,263, is awarded to Commspec, Adrian, MI; and

WHEREAS the cost of the electrical upgrades is \$2,345 is awarded to Clegg Electric, Adrian, MI; and

WHEREAS the Library Director and City Administrator recommend acceptance of the aforementioned grant award, commitment of the funds to support the project and authorization for the appropriate amendments to the FY2012-2013 Budget.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby accepts the Michigan State University 2012 BTOP Grant in the amount of \$55,422.81 for the purpose of purchasing computers, furniture and technology equipment for public use at the Adrian Public Library.

BE IT FURTHER RESOLVED that the City Commission authorizes the following FY2012-13 Budget amendments to provide in-kind grant match commitment:

Library Capital Project Fund (975)

Revenue:

(101-738.00-676.101) Library-Deferred Revenue \$ 1,700.00

Expenditures:

(101-990.00-990.000) Contingency \$(5,908.00)

(101-738.00-975-000) Capital Project 7,608.00

Total Expenditures \$ 1,700.00

Grand Total \$ -0-

On motion by Commissioner _____,

Seconded by Commissioner _____, this

Resolution was adopted by a _____ vote.

December 17, 2012

R12-141

RE: ASSESSOR'S OFFICE – Appoint Member to the Board of Review

RESOLUTION

WHEREAS, the term of office of Gerald Burg on the Board of Review is due to expire December 31, 2012, which will create a vacancy; and

WHEREAS, this vacancy must be filled in accordance with the Adrian City Charter; and

WHEREAS, Mr. Gerald Burg, 435 Meadowbrook Dr, has expressed a willingness to serve for another 3-year term if reappointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the reappointment of Mr. Burg to the Board of Review.

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the reappointment of Gerald Burg to the Board of Review for a 3-year term to expire in 2015.

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



MISCELLANEOUS

ADRIAN DIAL-A-RIDE

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

ADRIAN D.A.R.T. PASSENGER RIDERSHIP REPORT FOR NOVEMBER 2012

WEEK END:	NOV 2	NOV 9	NOV 16	NOV 23	NOV 30	TOTAL
MONDAY	0	340	287	278	311	1216
TUESDAY	0	329	348	296	305	1278
WEDNESDAY	0	323	302	257	291	1173
THURSDAY	273	310	268	0	321	1172
FRIDAY	366	340	325	150	347	1528
	639	1642	1530	981	1575	6367

SERVICE DAYS	NOV 2012 (21)	NOV 2011 (21)	+/-	OCT 2012 (23)
SENIORS	947	946	1	1090
HDCP SENIORS	913	816	97	1060
HANDICAPPED	2844	2627	217	3099
WHEELCHAIRS **	397	345	52	401
GENERAL	1663	2083	-420	1786
	6367	6472	-105	7035

	2010	2011	2012	
DECEMBER	6195	6243		1%
JANUARY	6594	6855		4%
FEBRUARY	5861	6761		15%
MARCH	7638	6959		-9%
APRIL	6153	6207		1%
MAY	6039	6467		7%
JUNE	5767	5777		0%
JULY	5625	5998		7%
AUGUST	6175	6417		4%
SEPTEMBER	6322	5642		-11%
OCTOBER	6330	7035		11%
NOVEMBER	6472	6367		-2%
	75171	76728		2%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS

Adrian Fire Department Monthly Report
November 2012

Fire	Total	Property Loss	Content Loss
Mobile property (vehicle) fire, Other	1	\$4,500	\$0
Grass fire	1		
	2	\$4,500	\$1,000
Overpressure			
Overpressure rupture from steam, Other	1		
Excessive heat, scorch burns with no ignition	1		
	2		
Rescue			
Rescue, EMS incident, other	35		
Medical assist, assist EMS crew	4		
Emergency medical service, other	15		
EMS call, excluding vehicle accident with injury	104		
EMS call, PDA	2		
EMS call, refused treatment/transport	3		
Motor vehicle accident with injuries	1		
Motor vehicle/pedestrian accident (MV Ped)	1		
High-angle rescue	1		
Rescue or EMS standby	2		
	168		
Hazardous Condition			
Hazardous condition, Standby	1		
Gas leak (natural gas or LPG)	3		
Electrical wiring/equipment problem, Other	1		
Arcing, shorted electrical equipment	1		
Attempted burning, illegal action, Other	1		
	7		
Service Call			
Person in distress, Other	1		
Water problem, Other	1		
Smoke Investigation, No action taken	6		\$1,000
Public service assistance, Other	1		
Assist police or other governmental agency	1		
Assist invalid	5		
Unauthorized burning	3		
	18		\$1,000
Good Intent			
Dispatched & cancelled en route	6		
	6		
False Alarm			
False alarm or false call, Other	2		
Smoke detector activation due to malfunction	1		
Alarm system activation, no fire - unintentional	1		
	4		
Citizen Complaint			
Citizen complaint	1		
	1		
	208	\$4,500	\$2,000
Year to Date	2146	\$360,400	\$46,500
2011 Year to Date	2394	\$2,126,470	\$886,200

DEPARTMENTAL REPORT

DECEMBER 17, 2012

	NOVEMBER 2012	OCTOBER 2012	NOVEMBER 2011	YEAR-TO-DATE 2012	YEAR-TO-DATE 2011
POLICE DEPARTMENT					
Complaints Answered	650	767	771	10,281	9,168
VIOLATIONS					
Moving Citations	136	110	73	1,365	1,205
3-6 am Parking Tickets	304	169	117	2,238	1,665
Non-Moving Citations	47	18	2	253	164
Downtown Parking Tickets	0	0	0	0	0
TOTAL VIOLATIONS	487	297	192	3,856	3,007
ARRESTS	84	132	92	1,330	1,087
FIRE DEPARTMENT (See M-4)					
INSPECTION DEPARTMENT					
Building Permits	25	24	31	292	322
Electrical Permits	14	18	16	267	294
Mechanical Permits	22	21	32	247	266
Plumbing Permits	14	13	13	112	108
Sidewalk Permits	0	0	0	7	7
Sign Permits	3	7	4	65	69
TOTAL PERMITS	78	83	96	990	1,066
Estimated Bldg. Costs	\$0	\$0	\$1,306,331	\$4,411,251	\$4,925,821
PARKING SYSTEM					
Parking Assessment	\$15,380	(\$39)	\$0	\$68,032	\$46,317
Lot Revenue	\$0	\$0	\$0	\$0	\$187
Street Revenue	\$0	\$0	\$0	\$0	\$0
Misc. Revenue	\$313	\$0	\$9	\$489	\$122
Permits	\$0	\$25	\$0	\$792	\$525
Fines	\$0	\$0	\$0	\$0	\$670
Collection Fees	\$0	\$0	\$0	\$0	\$0
Token Sales	\$0	\$0	\$0	\$0	\$0
Contribut-GenFund	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$0</u>	<u>\$140,000</u>	<u>\$16,900</u>
Farmers Market Grant	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$280,900</u>	<u>\$0</u>
TOTAL REVENUE	\$25,693	\$9,986	\$9	\$490,213	\$64,721
WASTE WATER DEPARTMENT					
M. G. Pumped	129.855	128.759	191.752	1,617.617	1,823.805
Cost of Plant Operation	\$91,706	\$254,785	\$208,079	\$1,228,279	\$1,225,570
WATER DEPARTMENT					
M. G. Pumped	76	82	77	919	927
Number of Customers	6,245	6,235	6,231		
	Industrial	Commercial	Residential	Other	TOTAL
M. G. Sold Revenue	\$55,955	\$88,317	\$116,028	\$66,916	\$327,216

*Figures not available

Adrian Parks and Recreation - Non-Resident Report - Fall 2012

SEPTEMBER - NOVEMBER				
	Residents	Non-Residents	Total Participants	Percentage Non-Res.
AQUATICS				
N/A				
YOUTH PROGRAMS				
Toddler Short Sports	11	3	14	21%
Squirts Floor Hockey	6	12	18	67%
Squirts Volleyball	7	7	14	50%
Pixie Cheerleading	32	17	49	35%
ADULT CLASSES				
Basic Square Dance	0	5	5	100%
Plus Square Dance	7	4	11	36%
Line Dance	3	5	8	63%
Dog Obedience	4	9	13	69%
ADULT SPORTS				
Adult Volleyball 6x6 (individuals)				
Women's	49	110	159	69%
Adult Softball (individuals)				
Slow Pitch-Men's	148	231	379	61%
Slow Pitch-Co-Ed	35	57	92	62%
SKATE PARK				
Open Skate	276	68	344	20%
SPECIAL EVENTS				
Couch Potato to 5K	17	18	35	51%
Haunted Graveyard 5K Race	54	192	246	78%
Haunted Graveyard Fun Run	7	36	43	84%
Hayrides (<i>Avg. 70 per ride</i>)	1470	490	1960	25%
Family Hayride Nights	17	24	41	59%
Turkey Trot Trail Run	8	38	46	83%
TOTALS				
	2151	1326	3477	38%
Scholarships Distributed				
Fall 2012				
Program			# of Scholarships	Amount
Aquatics			0	\$0
Youth Programs			5	\$106
Youth Sports			11	\$174
Special Events			3	\$67
TOTAL			19	\$347.00