



**CITY COMMISSION
MEETING
Februrary 20, 2012**



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MONDAY,
February 20, 2012**

The City Commission will meet for a pre-meeting study session on Monday, February 20, 2012 at 5:30 p.m. in the City Chambers Building, 159 E. Maumee St., to discuss the following:

- I. Closed session to discuss written legal opinion.

- II. Discussion of review of two-way street system in the downtown.

- III. Other items as time permits.



COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
FEBRUARY 20, 2012
7:00PM**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE FEBRUARY 6, 2012 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PUBLIC COMMENT ON AGENDA ITEMS
- VI. CONSENT AGENDA
 1. **CR12-005. Parks & Recreation.** Resolution to accept a bid and authorize the Parks & Recreation Department to contract with said bidder for Brush Grinding Services.
 2. **CR12-006. Parks & Recreation.** Resolution to accept the sole bid for Baseball/Softball Uniforms and authorize the Parks & Recreation Department to purchase Baseball/Softball Uniforms at an estimated cost of \$14,000.
 3. **CR12-007. Transportation Dept.** Resolution of intent to apply for state operating assistance for FY2013 to continue provisions for a local transportation program and appointing Marcia Bohannon as the Transportation Coordinator.
- VII. REGULAR AGENDA
 - A. ORDINANCES
 1. **Ord. 12-01.** Introduction of a PILOT ordinance known as the Adrian Village Tax Exemption Ordinance.
 - B. SPECIAL ORDERS
 1. **SO-1.** Public Hearing to hear and consider comments to the confirmation of the Special Assessment Roll for SAD # 383 – Bent Oak from Riverside to the city limits.
 2. **SO-2.** Engineering. Public Hearing to hear and consider comments to the abandonment of the alley abutting properties on Terrace Ave., University Ave., and W. Maumee Street.
 3. **SO-3.** Engineering. Public Hearing to hear and consider comments to the abandonment of the alley access between E. Maple St. and E. Front St. between 300 N. Main St. and 123 E. Front St./124 E. Maple Ave.

C. REGULAR AGENDA

1. **R12-011. Engineering.** Resolution to confirm the Special Assessment Roll for SAD # 383 – Bent Oak from Riverside to the city limits.
2. **R12-012. Engineering.** Resolution to abandon the alley abutting properties on Terrace Ave., University Ave., and W. Maumee Street.
3. **R12-013. Engineering.** Resolution to abandon the alley access between E. Maple St. and E. Front St. between 300 N. Main St. and 123 E. Front St./124 E. Maple. Ave.
4. **R12-014. Finance.** Resolution to approve the City Administrator's Recommended FY2012-18 Capital Improvement Program (CIP) and FY 2012-13 Capital Budget for incorporation into the FY2012-13 Operating Budget and General Appropriations Act.
5. **R12-015. Information Technology.** Resolution to authorize the purchase of ManagerPlus software, training, and support for the Utilities Department.
6. **R12-016. City Commission.** Resolution to amend the Special Assessment District # WO97 to have the balance due extended for 5 years from the original termination date.
7. **R12-017. Parks & Recreation.** Resolution to accept a bid for Engineering Design and related professional services for the Comstock Park Retaining Wall Project.
8. **R12-018. Fire Department.** Resolution to authorize the submission of a grant application to the U.S. Department of Homeland Security 2012 Assistance to Firefighters Act/ Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of adding three full time firefighters to the Adrian Fire Department for the period allowed by grant funds.
9. **R12-019. Transportation Dept.** Resolution to execute a new one year contract between the City of Adrian and Quick Service Transportation, Inc.

VIII. MISCELLANEOUS

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

IX. PUBLIC COMMENT

X. COMMISSIONERS COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
FEBRUARY 6, 2012
7:00 P.M.**

Official proceedings of the February 6, 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 Pro-tem Carrico and Commissioners Jacobson, Faulhaber, Warren and Berryman Adams.

ABSENT: Mayor DuMars and Commissioner Gallatin

Mayor Pro-tem Carrico in the Chair.

Commissioner Faulhaber motioned to excuse Mayor DuMars and Commissioner Gallatin; seconded by Commissioner Jacobson, motion carried by a unanimous vote.

Commissioner Warren moved to approve the minutes of the January 17, 2012 regular meeting of the Adrian City Commission, seconded by Commissioner Berryman Adams, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher # 3571 through # 3578	\$210,461.50
General Fund Vouchers # 20800 through # 20830	\$472,095.45
Clearing Account Vouchers amounting to	\$207,783.54
TOTAL EXPENDITURES	<u>\$890,340.49</u>

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

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

RESOLUTION CR12-001

RE: ENGINEERING – Certifying Costs and Preparing Special Assessment Roll for Improvements on Bent Oak from Riverside to City Limits – SAD #383

WHEREAS, the City Clerk has certified to the City Administrator the total cost of improvements on Bent Oak from Riverside to City Limits, said project being known and designated as Special Assessment District # 383; and

WHEREAS, the City Administrator has forwarded said report to the City Commission and recommends that it be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. That the total cost of said improvements mentioned above in the amount of Five Hundred One Thousand, Four Hundred Nine and Twenty Two Cents (\$501,409.22) is hereby approved.
2. That the City Assessor is directed to apportion the said total cost as follows:
 - a. Fifty Seven Thousand Two Hundred Thirty Nine and Fifty Seven cents (\$57,239.57) shall be spread upon the Special Assessment Roll according to the frontage against the portion of land especially benefitted which lies within the corporate limits of the City of Adrian, which shall be known and designated as Special Assessment District # 383, and which is described as follows:

Bent Oak from Riverside to City Limits

- b. Four Hundred Forty Three Thousand, Six Hundred Sixty Nine and Sixty Five Cents (\$443,669.65) shall be the City's portion of said project.

RESOLUTION CR12-002

RE: ENGINEERING – Set Public Hearing Date for Special Assessment Roll – Improvements to Bent Oak from Riverside to City Limits – SAD #383

WHEREAS, the City Assessor has completed the Special Assessment Roll for improvements on Bent Oak from Riverside to City Limits and has reported the same to the City Commission, together with certification that the Assessment Roll conforms to the direction of the City Commission and the provisions of the Adrian City Code.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Special Assessment Roll for SAD # 383 for improvements on Bent Oak from Riverside to City Limits be filed forthwith in the office of the City Clerk for public examination.
2. That the City Commission will meet in the Commission Chambers, 159 E. Maumee Street, Adrian, MI, at 7:00pm on Monday, February 20, 2012 for the purpose of reviewing the said roll and hearing and considering any objections thereto.
3. That the City Clerk is hereby directed to give notice that the said Special Assessment Roll is on file for public examination and to give notice of said meeting and hearing set forth above pursuant to the provisions of Title I, Chapter 8, Section 1.213 of the Adrian City Code.

RESOLUTION CR12-003

RE: CITY ENGINEER – Storm Water Utility Fund – Comprehensive Catch Basin Cleaning Program

WHEREAS the Adrian City Commission, by Resolution # R11-051 dated May 2, 2011, adopted the FY2011-12 Budget, including a \$150,000 Storm Water Utility Fund appropriation for catch basin work to be done in tandem with road improvements on Bent Oak from Riverside Drive to the City Limits; and

WHEREAS bids received for the project were favorable, resulting in reducing the obligation from the Storm Water Utility Fund to \$42,680, leaving a balance of \$107,320; and

WHEREAS, to compensate for previously scheduled but suspended catch basin cleaning due to lack of funds, the City Engineer is desirous of reallocating \$100,000 of the favorable balance to a comprehensive Catch Basin Cleaning Project for all 2,400 catch basins in the City's public right-of-way; and

WHEREAS the Finance Director indicates that sufficient funds are available for this purpose in the Storm Water Utility Fund Capital Improvement account (598-445.00-975.000) and recommends a budget amendment transferring \$100,000 to Contract Services-Catch Basins account (598-445.00-801.094); and

WHEREAS the City Engineer and City Administrator recommend approval of this resolution reallocating \$100,000 of unspent Storm Water Utility funds for the purpose of underwriting the cost of a comprehensive Catch Basin Cleaning Project.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the reallocation of \$100,000 of unspent Storm Water Utility funds for the purpose of underwriting the cost of a comprehensive Catch Basin Cleaning Project.

BE IT FURTHER RESOLVED that the FY2011-12 Storm Water Utility Fund Budget be amended as follows:

Storm Water Utility Fund (598)

Expenses:

(598-445.00-801.094) Contract Services – Catch Basins	\$100,000
(598-445.00-975.000) Capital Improvements – Bent Oak	<u>(100,000)</u>
Total	<u>\$ -0-</u>

RESOLUTION CR12-004

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

WHEREAS, the term of office of Robert Near on the Board of Review has expired, which has created a vacancy; and

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

WHEREAS, Mr. Robert Near, 1247 University Ave, 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. Near to the Board of Review.

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the reappointment of Robert Near to the Board of Review for a 3-year term to expire in 2014.

On motion by Commissioner Jacobson, seconded by Commissioner Berryman Adams, Consent Agenda resolutions CR12-001 thru CR12-004 are adopted by a unanimous vote.

REGULAR AGENDA

RESOLUTION R12-008

RE: DEPARTMENT OF FINANCE –FY2011-12 SECOND QUARTER BUDGET AMENDMENTS

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

WHEREAS the Financial Forecast, prepared by the City of Adrian's Finance Department, has identified several variances between current projections and Estimated Revenues and Appropriations included in the Adopted and Amended FY2011-12 Budget, and recommends appropriate budget amendments; and

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

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

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission authorizes the Department of Finance to amend the FY2011-12 Budget in accordance with the attached schedule entitled City of Adrian FY2011-12 Second Quarter Recommended Budget Amendments.

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

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

RESOLUTION R12-009

RE: DEPARTMENT OF INFORMATION TECHNOLOGY – Authorization to Upgrade Multiple-BS&A Software Systems, including Finance, Assessing and Utility Billing Systems, to Network Version (.NET)

WHEREAS the Adrian City Commission, on September 20, 2004, approved a resolution authorizing acquisition of the City’s present BS&A Software System at a cost of \$115,635, which replaced the mainframe system from First Computer installed in 1985; and

WHEREAS BS&A has since developed a new Network Version of our present software applications that offer significant enhancements that would increase efficiency in several operating departments, helping to offset recent staffing reductions due to budget stringencies, while simultaneously improving customer service; and

WHEREAS a list of the various components, benefiting departments and related costs are provided as follows:

<u>Component</u>	<u>Department</u>	<u>Cost</u>
Property-Based Systems.NET (Includes: Assessing, Tax, Del. Pers. Property Tax, Special Assessment, Animal License, and Inspection)	Assessing Office Finance Department Treasurer’s Office Inspection Office	Software: \$30,505 Training: \$ 5,250 Support: \$ 6,120
Financial Management Systems (Includes: General Ledger, Accounts Payable, Cash Receipts, Payroll, Misc. Receivables, Purchase Orders, Utility Billing, Timesheets, and Cemetery Mgt.)	Finance Department Accounting & Payroll Purchasing Office Utility Department Human Resources Cemetery	Hardware: \$15,500 Software: \$12,445 Training: \$ 6,300 Support: \$10,175
Fixed Asset System	All Departments	Software: \$ 4,615 Training: \$ 250 Support: \$ 4,050
Field Inspection .NET	Inspection Department	Hardware: \$ 6,900 Software: \$ 3,000 Training: \$ 2,100 Licenses: \$ 6,580 Support: \$ 600
Total:		Hardware \$22,400 Software: 50,565 Training: 13,900 Licenses: 6,580 Support: 20,945

and

WHEREAS, the total cost to implement this system is \$93,445. This includes a purchase of Software, Licenses and Training from BS&A at a cost of \$71,045, and a purchase of Hardware from IT Right at a cost of \$22,400 through the State of Michigan contract through MIDEAL; and

WHEREAS the Fixed Asset System will be scheduled for implementation in the second year, due to current staffing limitations; and

WHEREAS the System Support cost (\$20,945), which is equivalent to what we are paying currently, for the first year is included in the acquisition price, thereby resulting in a partial offset to the total first-year cost, and the Software and Training (\$71,045) can be financed by the vendor by spreading the cost interest-free over a two-year timeframe, with the following results:

- First-Year total cost \$57,923 for Hardware, Software, Licenses and Training, less Support;
- Second-Year total cost \$35,522 for the balance of Acquisition and the Fixed Asset System; and

WHEREAS the interest-free two-year financing enables acceleration of acquisition and installation of the proposed upgrade to the current fiscal year (FY2011-12), rather than the original plan of implementation in FY2012-13, and the Finance Director indicates that sufficient funds are available for this purpose in the Information Technology Fund Unreserved/Unassigned Fund Balance Account (661-000.00-390.000); and

WHEREAS the Information Technology Director and City Administrator recommend approval of this resolution, selection of BS&A Software Systems and IT Right as the preferred vendors in the best interests of the City, appropriation of \$57,923 in FY2011-12 and \$35,522 in FY2012-13 for acquisition, training and support of the upgraded BS&A Software Systems, and IT Right Hardware, as well as approval of the appropriate budget amendments.

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission, by this resolution, hereby authorizes the upgrade of multiple BS&A Software Systems, including Property-Based systems.NET, Financial Management Systems, Fixed Asset System, and Field Inspection.NET at a first-year (FY2011-12) cost of \$35,523 and a second-year (FY2012-13) cost of \$35,522.

BE IT FURTHER RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the purchase of Hardware from IT Right through the State of Michigan contract through MIDEAL at a cost of \$22,400, and that the bid process for the purchase of Hardware be waived.

BE IT FURTHER RESOLVED that the bid process for the purchase of Software, Licenses and Training be waived in the best interests of the City, in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Chapter 9 of the Codified City Ordinances.

BE IT FURTHER RESOLVED that \$57,923 be appropriated from the Information Technology Fund Unreserved/Unassigned Fund Balance Account (661-000.00-390.000) and that the FY2011-12 Budget be amended as follows:

Information Technology Fund (661)

Revenue:		
(661-000.00-697.000) Prior Years' Revenue		<u>\$57,923</u>
Expenses:		
(661-290.00-977.000) Capital Equipment		\$22,400
(661-290.00-811.000) Contract Services-Computer Software		\$21,623
(661-290.00-957.000) In-Service Training		<u>13,900</u>
	Total	<u>\$57,923</u>

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

RESOLUTION 12-010

RE: Department of Parks and Recreation – Acceptance of Gift Donations and Grants from Adrian Kiwanis Club for Development of Kiwanis Plaza at West Maumee Trailhead

WHEREAS a private donation in the amount of \$25,000.00 from the Adrian Kiwanis Club has been received for use by the Department of Parks and Recreation to develop a Kiwanis Plaza at the West Maumee Trailhead; and

WHEREAS, these funds, combined with \$40,000 of Fee Estate Funds included in the FY2011-12 Budget, will be used for connecting pathways, landscape areas, benches, and signage; and

WHEREAS, in accordance with the Gift and Donation Policy adopted by the City Commission (Resolution # R04-182, dated November 1, 2004); gift donations must be formally accepted by the City Commission, acknowledgement given, and appropriate budget amendments approved to provide proper stewardship; and

WHEREAS the funds have been allocated to the Kiwanis Trail Endowment Fund (702-000.00-310.000) and are available for future appropriation by the City Commission when appropriate designs have been completed and competitive bids awarded for the aforementioned development; and

WHEREAS the Parks & Recreation Director and City Administrator recommend approval of this resolution accepting the subject donation (which has no match requirement) and allocation of \$25,000.00 to the Kiwanis Trail Endowment Fund (702-000.00-310.000).

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acceptance of the generous donation in the amount of \$25,000.00 from the Adrian Kiwanis Club and allocation to the Kiwanis Trail Endowment Fund (702-000.00-310.000), making funds available for future appropriation by the City Commission when appropriate designs have been completed and competitive bids awarded for the Kiwanis Plaza at the West Maumee Trailhead.

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

MISCELLANEOUS

1. Adrian Fire Department 2011 Annual Report
2. Adrian City Planning Commission Minutes

PUBLIC COMMENTS

There were no public comments

COMMISSIONER COMMENTS

1. Commissioner Faulhaber is against the idea of placing a time limit on any person who wishes to address the Commission during public comment.
2. Commissioner Jacobson thanked Police Chief Collins and Fire Chief Trinkka for allowing him to participate on a shift with the police and firefighters.

The next regular meeting of the Adrian City Commission will be held on Monday, February 20, 2012 at 7:00 p.m. in the City Chambers Building, 159 E. Maumee St., Adrian, MI 49221.

Cary Carrico
Mayor Pro-tem

Pat Baker
City Clerk



CHECK REGISTER

February 20, 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 # 3579 through # 3582	\$44,813.10
General Fund	
Vouchers # 20831 through # 20841	\$220,760.92
Clearing Account Vouchers	
amounting to.....	<u>\$365,293.28</u>
TOTAL EXPENDITURES	<u>\$630,867.30</u>

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

Feb. 20, 2012

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
20831	\$ 3,831.51	Quick Service Transportation	Payroll we 01/28
20832	\$ 190,905.54	City of Adrian Payroll	Payroll 02/03
20833	\$ 15,214.90	First Federal Bank	Soc. Sec. 02/03
20834	\$ 150,429.87	City of Adrian Clearing	Check Register 02/06
20835	\$ 3,963.85	Quick Service Transportation	Payroll we 02/04
20836	\$ 2,131.43	City of Adrian Utilities	Various Water bills
20837	\$ 387.89	Frontier	Various Phone Bills
20838	\$ 321.37	City of Adrian Petty Cash	Replenish Petty Cash
20839	\$ 3,804.43	Quick Service Transportation	Payroll w/e 02/11
20840	\$ 200.00	Lenawee County Health Dept	Park Well Permit
20841	\$ -	City of Adrian Utilities	EFT Transfer

\$ 371,190.79

\$ (150,429.87) Less: CK# 20834

\$ 220,760.92

Feb. 20, 2012

UTILITIES FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
3579	\$62,944.48	City of Adrian Payroll	Feb. 3 payroll
3580	\$41,211.57	City of Adrian Clearing	Feb. 6 Check Register
3581	\$139.43	City of Adrian Utilities	Various Water Bills
3582	\$36.14	Frontier	Various telephone bills

\$104,331.62

-\$41,211.57 CK 3580

\$63,120.05 TOTAL

Water	\$59,518.52
WW	\$44,813.10

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. 24HOURWRISTBANDS.COM	447.50		
2. ABSOPURE WATER COMPANY	189.25		
3. ACE-TEX ENTERPRISES, INC	285.70		
4. ADDISON FIRE & EMS	250.00		
5. ADRIAN LOCKSMITH & CYCLERY	8.00		
6. ADRIAN MECHANICAL SERVICES C	659.00		
7. ADRIAN PUBLIC SCHOOLS	157.00		
8. ADRIAN WATER CONDITIONING IN	19.50		
9. ADVANCE AUTO PARTS COMMERCIA	16.79		
10. ALL METALS INC.	157.06		
11. ALLIED WASTE SERVICES #259	1,279.31		
12. AMAZON CREDIT PLAN	256.13		
13. AMERICAN MEDICAL ASSOCIATION	398.95		
14. AMERICAN OFFICE SOLUTIONS, I	81.63		
15. APPLE MAT RENTAL	482.00		
16. AUTO ZONE COMMERCIAL	270.85		
17. BADER & SONS CO	19.30		
18. BAKER & TAYLOR BOOKS	1,235.37		
19. BANK OF NEW YORK MELLON	425.00		
20. THE BANK OF NEW YORK	82,560.00		
21. BATTERY WHOLESALE	7.50		
22. KRISTIN BAUER	20.00		
23. BEAVER RESEARCH COMPANY	155.90		
24. BEST AIRE LLC	283.07		
25. BIOLOGICAL RESEARCH	325.00		
26. ROBERT BISHOP	240.67		
27. BLACK SWAMP EQUIPMENT	71.50		
28. BOOK OF THE MONTH CLUB	40.05		
29. BOOKLIST	187.00		
30. BRAKES-N-MORE	1,781.47		
31. BWI	183.85		
32. CARIS HEATING & COOLING INC	4,400.00		
33. CDW-G COMPUTER SUPPLIES	987.04		
34. CLEAN CARE INC	4,429.00		
35. CLIFT BUICK-GMC	17.58		
36. COCHRANE SUPPLY	204.46		
37. COMCAST	101.69		
38. ROBIN CONNOR	186.11		
39. CONTINENTAL CARBONIC PRODUCT	682.00		
40. CRANE AMERICA SERVICES	623.49		
41. D&P COMMUNICATIONS, INC.	1,645.58		
42. JAMES DAILEY	219.27		
43. JERRY DAVIS	20.00		
44. DENNIS, DEANNA	7.34		
45. DETROIT ELEVATOR COMPANY	144.00		
46. H. DOMINE ENTERPRISES INC	81.00		
47. STEVE EBERLE	20.00		
48. EMBLEM ENTERPRISES, INC.	98.76		
49. ENGLEWOOD ELECTRICAL SUPPLY	1,191.91		
50. FASTENAL COMPANY	183.69		
51. FIRST TOWING LLC	379.00		
52. FISHER SCIENTIFIC COMPANY LL	230.52		
53. FYR-FYTER SALES & SERVICE	82.45		
54. GALE	161.81		
55. GALLANT & SON	55.32		
56. GAYLORD BROS INC	82.24		
57. GENERAL CHEMICAL PRODUCTS LL	5,269.30		
58. MARK GIGAX	20.00		
59. GRAINGER INC.	73.71		
60. DENISE GRITZMAKER	20.00		
61. RANDY GROF	24.90		
62. GROSS ELECTRIC	1,196.81		
63. HADDEN TIRE COMPANY	624.00		
64. ELLIE HEREVA	300.00		
65. HERITAGE PLUMBING & HEATING	247.00		
66. D HILL ENVIRONMENTAL	125.00		
67. SHANE HORN	20.00		
68. HUBBARD'S AUTO CENTER INC	446.61		
69. HYDRODYNAMICS, INC.	6,057.25		
70. I C M A VANTAGE POINT	5,486.56		
71. I.T. RIGHT	1,147.50		
72. INGRAM LIBRARY SERVICES	561.55		
73. INTERNATIONAL ASSOC OF FIRE	204.00		
74. JACKSON TRUCK SERVICE INC.	57.77		
75. JGM VALVE CORP	223.90		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. KELLER THOMA, P.C.	1,442.40		
77. KIMBALL MIDWEST	196.77		
78. KIWANIS CLUB OF ADRIAN	75.00		
79. DAVE KNAPP FORD LINCOLN	33.60		
80. KNISEL'S TREE SERVICE	2,500.00		
81. KONICA MINOLTA BUSINESS SOLU	199.25		
82. BRENT KUBALEK	70.14		
83. LANSING SANITARY SUPPLY INC	1,305.39		
84. LAVOY, CONNIE	25.00		
85. LEGACY PRINTING	217.19		
86. LENAWEE COMMUNITY FOUNDATION	330.00		
87. LENAWEE COUNTY CLERK	665.00		
88. LENAWEE COUNTY DRAIN COMM	21,632.50		
89. LENAWEE COUNTY PRINTER	1,084.79		
90. LENAWEE COUNTY ROAD COMMISSI	1,053.38		
91. LENAWEE TIRE & SUPPLY CO, IN	1,033.42		
92. DUSTIN LENT	260.20		
93. LEXIS NEXIS RM INC	150.00		
94. LOWE'S CREDIT SERVICES	76.50		
95. MANPOWER OF LANSING MI INC.	2,457.00		
96. MAPLE CITY GLASS INC.	267.78		
97. ARIC MASSINGILL	91.53		
98. MASSON'S ELECTRIC, INC	1,199.80		
99. MCGOWAN ELECTRIC SUPPLY INC	410.84		
100. MCMASTER- CARR SUPPLY CO.	240.83		
101. MENIAL TASKS LLC	200.00		
102. MICHIGAN ASSOCIATION OF	40.00		
103. MICHIGAN DEPARTMENT OF	8,865.04		
104. MICHIGAN FIRE INSPECTOR'S SO	30.00		
105. MICHIGAN GOVT FINANCE	99.00		
106. MICHIGAN METER TECHNOLOGY GR	7,226.75		
107. MICHIGAN MUNICIPAL WORKER'S	39,433.00		
108. MICHIGAN OFFICE SOLUTIONS	66.34		
109. MICHIGAN OIL & GAS NEWS	280.00		
110. MICHIGAN REC & PARK ASSOC	40.00		
111. STATE OF MICHIGAN	260.00		
112. MICHIGAN STATE POLICE	4,909.42		
113. MICHIGAN TECH UNIVERSITY	390.00		
114. MICROMARKETING LLC	435.94		
115. MIDWEST TAPE	310.17		
116. MOORE MEDICAL LLC	312.59		
117. MSA NORTH AMERICA	1,600.00		
118. MUNICIPAL EMPLOYEES' RETIRE	91,745.69		
119. NATIONAL TECHNICAL INVESTIGA	25.00		
120. NEXTEL COMMUNICATIONS	574.59		
121. OFFICEMAX CONTRACT INC.	278.33		
122. DR. JOSEPH F.E OHREN	1,000.00		
123. OLIVER OF ADRIAN, INC.	120.00		
124. MIKE OSBORN	20.00		
125. PARAGON LABORATORIES INC	1,480.00		
126. JEFFREY PARDEE	122.10		
127. DAVID PATE	295.10		
128. PEERLESS SUPPLY INC	113.90		
129. PREIN & NEWHOF ENGINEERS	272.00		
130. GLENN PRESTON	20.00		
131. PUBLIC LIBRARIES OF SAGINAW	34.95		
132. PURCHASE POWER	3,030.00		
133. QUICK SERVICE TRANSPORTATION	7,495.88		
134. QUILL CORPORATION	349.98		
135. TIM RITCHIE	20.00		
136. SEARS COMMERCIAL ONE	134.95		
137. SEBCO BOOKS	32.80		
138. SHERWIN-WILLIAMS CO	962.75		
139. SHINE'S AUTO CLEAN	70.00		
140. MIKE SPRINGER	206.06		
141. SPRINT NEXTEL	60.00		
142. STATE HISTORICAL SOCIETY OF	15.00		
143. JEFFREY A. STICKNEY, DO,PC	4,042.02		
144. SUPER CAN INDUSTRIES INC	40.40		
145. SUPERMEDIA LLC	27.25		
146. T-MOBILE	59.98		
147. THOMAS SCIENTIFIC, INC	1,179.12		
148. TIME EMERGENCY EQUIPMENT INC	83.45		
149. PAUL TRINKA	20.00		
150. UNIQUE PHOTO INC.	68.95		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. UPSTART	837.85	_____	_____
152. USA BLUEBOOK	587.68	_____	_____
153. UTILITIES INSTRUMENTATION SE	4,320.00	_____	_____
154. UTILITIES REDUCTION SPECIALI	632.00	_____	_____
155. VAN BRUNT TRANSPORT INC	647.66	_____	_____
156. VIDEO BREAD	164.00	_____	_____
157. WARREN HOLDING CO LLC	1,370.00	_____	_____
158. WEISKOPF INDUSTRIES CORP	270.21	_____	_____
159. WESTERN LIME CORPORATION	10,092.60	_____	_____
160. RYAN WHITE	20.00	_____	_____
TOTAL ALL CLAIMS	365,293.28		



CONSENT AGENDA

MEMO



DATE: February 16, 2012
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Brush Grinding Bid Recommendation

I concur with the recommendation of the Parks & Recreation Director to award the bid for the purchase of wood waste grinding services to VanBrunt Transport of Onsted, Michigan at the rate of \$300/hour not to exceed \$15,000.00.

VanBrunt Transport was the low bidder for this project, and Parks & Recreation staff feel that VanBrunt Transport can complete the majority of work within the hours indicated based on their past performance with the City, differences in their machinery and their operational methods. Funding for this project is budgeted in the Park Maintenance and Fee Maintenance budgets.

Dane C. Nelson
City Administrator

Sealed Bids were received on Thursday January 26th 2012 for wood waste grinding services at the City of Adrian's Brush Site. Thirteen vendors were invited to bid, with six responding as follows:

VENDOR	HRLY RATE	EST HRS	SIZE	ALTERNATE HRLY RATE	ALTERNATE EST HRS	ALTERNATE SIZE
Traver Tree Service Millbury OH	\$ 425.00	150 hrs	30 in. dia Any length			
Kilanski Excavating Belleville MI	\$ 570.00	100 hrs	Any diameter Any length	\$ 640.00	100 hrs	Any diameter Any length
Go Green Company Findley OH	\$ 360.00	65 hours	24 in. dia. 12 ft length			
VanBrunt Transport Onsted, MI	\$350.00	40 – 50 hours	16 in. dia.high speed +16 dia, low speed 10 ft length	\$300.00	40 – 50 hours	16" dia high speed +16 dia. low speed 10 ft length
Werlor Waste Defiance OH	\$ 400.00	70 hours	24 in. dia 30 ft length			
Mid Mich Recycle Flint MI				\$380.00	60 hours	55 in. dia. 150 ft length

Staff contacted VanBrunt Transport to discuss their ability to accomplish the work in the amount of time submitted. We feel that they can accomplish the majority of work within the hours indicated based on the differences in their machinery, their operational methods, and past performance working for the City. Therefore it is my recommendation that the bid be awarded to VanBrunt Transport of Onsted, MI at the alternative hourly rate of \$300/hour. The alternative rate calls for removing the material from the site rather than leaving it on site.

The funds for this work are budgeted in the Park Maintenance and Fee Maintenance budgets. The total allocated for this work is \$15,000; the contract would be for not to exceed in this amount.

MEMORANDUM

TO: Dane C. Nelson, City Administrator
FROM: Mark K. Gasche, Parks and Recreation Director
DATE: February 13, 2012
SUBJECT: Bid Recommendation – Brush Grinding

Sealed Bids were received on Thursday January 26th 2012 for wood waste grinding services at the City of Adrian’s Brush Site. Thirteen vendors were invited to bid, with six responding as follows:

VENDOR	HRLY RATE	EST HRS	SIZE	ALTERNATE HRLY RATE	ALTERNATE EST HRS	ALTERNATE SIZE
Traver Tree Service Millbury OH	\$ 425.00	150 hrs	30 in. dia Any length			
Kilanski Excavating Belleville MI	\$ 570.00	100 hrs	Any diameter Any length	\$ 640.00	100 hrs	Any diameter Any length
Go Green Company Findley OH	\$ 360.00	65 hours	24 in. dia. 12 ft length			
VanBrunt Transport Onsted, MI	\$350.00	40 – 50 hours	16 in. dia. high speed +16 dia, low speed 10 ft length	\$300.00	40 – 50 hours	16” dia high speed +16 dia. low speed 10 ft length
Werlor Waste Defiance OH	\$ 400.00	70 hours	24 in. dia 30 ft length			
Mid Mich Recycle Flint MI				\$380.00	60 hours	55 in. dia. 150 ft length

Staff contacted VanBrunt Transport to discuss their ability to accomplish the work in the amount of time submitted. We feel that they can accomplish the majority of work within the hours indicated based on the differences in their machinery, their operational methods, and past performance working for the City. Therefore it is my recommendation that the bid be awarded to VanBrunt Transport of Onsted, MI at the alternative hourly rate of \$300/hour. The alternative rate calls for removing the material from the site rather than leaving it on site.

The funds for this work are budgeted in the Park Maintenance and Fee Maintenance budgets. The total allocated for this work is \$15,000; the contract would be for not to exceed in this amount.

Staff contacted VanBrunt Transport to discuss their ability to accomplish the work in the amount of time submitted. We feel that they can accomplish the majority of work within the hours indicated based on the differences in their machinery, their operational methods, and past performance working for the City. Therefore it is my recommendation that the bid be awarded to VanBrunt Transport of Onsted, MI at the alternative hourly rate of \$300/hour. The alternative rate calls for removing the material from the site rather than leaving it on site.

The funds for this work are budgeted in the Park Maintenance and Fee Maintenance budgets. The total allocated for this work is \$15,000; the contract would be for not to exceed in this amount.

RE: **DEPARTMENT OF PARKS & RECREATION – Brush Grinding**

RESOLUTION

WHEREAS the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Thursday, January 26, 2012 for Brush Grinding services; and

WHEREAS thirteen (13) vendors were invited to bid , with six (6) responding as follows:

VENDOR	HRLY RATE	EST HRS	SIZE	ALTERNATE HRLY RATE	ALTERNATE EST HRS	ALTERNATE SIZE
Traver Tree Service Millbury OH	\$ 425.00	150 hrs	30 in. dia Any length			
Kilanski Excavating Belleville MI	\$ 570.00	100 hrs	Any diameter Any length	\$ 640.00	100 hrs	Any diameter Any length
Go Green Company Findley OH	\$ 360.00	65 hours	24 in. dia. 12 ft length			
VanBrunt Transport Onsted, MI	\$350.00	40 – 50 hours	16 in. dia.high speed + 16 dia. low speed 10 ft length	\$300.00	40 – 50 hours	16" dia high speed + 16 dia. low speed 10 ft length
Werlor Waste Defiance OH	\$ 400.00	70 hours	24 in. dia 30 ft length			
Mid Mich Recycle Flint MI				\$380.00	60 hours	55 in. dia. 150 ft length

;and

WHEREAS,the Parks & Recreation Director and City Administrator recommend acceptance of the low alternate hourly rate bid (which calls for removing the material from the site) for Brush Grinding services from VanBrunt Transport of Onsted, MI at a not to exceed cost (based on 50 hours of work) of \$15,000.00; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2011-12 Parks & Forestry and Fee Estate Operating Budgets for this purpose.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby accepts the bid and authorizes the Parks & Recreation Department to contract for Brush Grinding services from VanBrunt Transport of Onsted, MI at a not to exceed cost of \$15,000.00

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

MEMO



DATE: February 16, 2012
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Baseball/Softball Uniforms Bid Recommendation

I concur with the recommendation of the Parks & Recreation Director to award the bid for the purchase of baseball/softball uniforms to Mugs N' More Imaging of Adrian, Michigan for an estimated amount of \$14,000.

Mugs N' More Imaging was the sole bidder for this project, has supplied the uniforms for many years in the past and has always provided quality uniforms and services. The bid amount of \$14,000 was very close to the low bid prices from the previous two years. Funds for this purchase are available in the Parks & Recreation supply account.

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

Dane C. Nelson
City Administrator

Sealed bids were received and opened at 2:00 p.m. E.D.T. on Thursday, February 2, 2012 at the Purchasing Office for the purchase of youth baseball and softball uniforms to be used within the Parks and Recreation Department programs. Seven (7) vendors were invited to bid, with only one responding.

<u>VENDOR</u>	<u>LOCATION</u>	<u>Estimated AMOUNT</u>
Mugs 'n More Imaging	Adrian, MI	\$14,000.00

Even though there was only one bidder, in comparing unit prices from this year's bid they are very close to the low bid prices from the previous two years; the total cost would likely not result in any increase. The lone bidder, Mugs N' More Imaging, has supplied the uniforms for many years in the past and they have always provided quality uniforms and good service. After review with staff it is my recommendation that the bid for youth baseball and softball uniforms be awarded to Mugs N' More Imaging of Adrian, Michigan, at the unit prices stated in their bid. The estimated total amount for the season is \$14,000; the final amount will be determined once the program registration is complete. Mugs N' More Imaging is current on their taxes with the City. Funds for this purchase are budgeted in the Recreation supply account for these programs.

MEMORANDUM

To: Dane C. Nelson, City Administrator
From: Mark K. Gasche, Parks & Recreation Director
Date: February 14, 2012
Re: Bid Recommendation – Baseball/Softball Uniforms

Sealed bids were received and opened at 2:00 p.m. E.D.T. on Thursday, February 2, 2012 at the Purchasing Office for the purchase of youth baseball and softball uniforms to be used within the Parks and Recreation Department programs. Seven (7) vendors were invited to bid, with only one responding.

Even though there was only one bidder, in comparing unit prices from this year's bid they are very close to the low bid prices from the previous two years; the total cost would likely not result in any increase. The lone bidder, Mugs N' More Imaging, has supplied the uniforms for many years in the past and they have always provided quality uniforms and good service. After review with staff it is my recommendation that the bid for youth baseball and softball uniforms be awarded to Mugs N' More Imaging of Adrian, Michigan, at the unit prices stated in their bid. The estimated total amount for the season is \$14,000; the final amount will be determined once the program registration is complete. Mugs N' More Imaging is current on their taxes with the City. Funds for this purchase are budgeted in the Recreation supply account for these programs.

RE: **DEPARTMENT OF PARKS & RECREATION – Baseball/Softball Uniforms**

RESOLUTION

WHEREAS the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Thursday, February 2, 2012 for uniforms for the Youth Baseball/Softball Programs; and

WHEREAS seven (7) vendors were invited to bid, however only one (1) responded:

<u>VENDOR</u>	<u>LOCATION</u>	<u>Estimated AMOUNT</u>
Mugs 'n More Imaging	Adrian, MI	\$14,000.00
; and		

WHEREAS, because the vendor is local and has previously provided quality uniforms and good service, the Parks & Recreation Director and City Administrator recommend acceptance of the sole bid and purchase of Baseball/Softball Uniforms from Mugs 'n More Imaging, Adrian, MI at an estimated cost (depending on volume purchased) of \$14,000.00, which compares favorably with the last two year's bid prices; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2011-12 Parks & Recreation Operating Budget for this purpose in the appropriate sub-accounts for the individual activities.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby accepts the sole bid and authorizes the Parks & Recreation Department to purchase Baseball/Softball Uniforms from Mugs 'n More Imaging, Adrian, MI at an estimated cost (depending on volume purchased) of \$14,000.00

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

Michigan Department
of Transportation
3078 (10/2011)

FY2013 RESOLUTION OF INTENT

*The approved resolution of intent to apply for state formula operating assistance for
fiscal year 2013 under Act 51 of the Public Acts of 1951, as amended.*

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the City of Adrian _____, (hereby known as THE APPLICANT) established under _____ (Applicant's Name, Authoritative Body) Act 94 _____, to provide a local transportation program for the state fiscal year of 2013 and, therefore, apply for state financial assistance under provisions of Act 51; and

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

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and

WHEREAS, the performance indicators have been reviewed and approved by the governing body

WHEREAS, THE APPLICANT, has reviewed and approved the proposed balanced (surplus) budget, and funding sources of estimated federal funds \$ 72,217 _____, estimated state funds \$ 163,573 _____, estimated local funds \$ 95,784 _____, estimated fare box \$ 98,000 _____, estimated other funds \$ 21,786 _____, with total estimated expenses of \$ 451,360 _____

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

HEREBY, appoints Marcia Bohannon _____ as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2013.

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

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

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

SIGNATURE

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

Adrian Dial-A-Ride

**135 East Maumee Street
Adrian, MI 49221**

(517) 264-4849

Nonurban City

Regular Service

Annual Budgeted

2013

Operating Revenue: \$98,000

Total Eligible Expenses: \$451,360

Local Share: \$215,570

Comments: -

Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2013

Revenue Schedule Report

Code	Description	Amount
401 :	Farebox Revenue	
40100	Passenger Fares	\$98,000
407 :	NonTrans Revenues	
40720	Rental of Bldgs or Other Property	\$4,056
409 :	Local Revenue	
40910	Local Operating Assistance	\$95,784
40999	Other Local Contracts & Reimbursements (Explain in comment field) (Local Contributions for evening service)	\$17,730
411 :	State Formula and Contracts	
41101	State Operating Assistance	\$163,573
413 :	Federal Contracts	
41301	Section 5311 Operating only	\$72,217

Total Revenues: \$451,360

Adrian Dial-A-Ride
 Nonurban City
 Regular Service
 Annual Budgeted
 2013

Expense Schedule Report

Code	Description	Amount
501 :	Labor	
50101	Operators Salaries & Wages	\$214,865
50102	Other Salaries & Wages	\$22,065
502 :	Fringe Benefits	
50200	Other Fringe Benefits	\$98,555
50201	Pensions	\$300
503 :	Services	
50302	Advertising Fees	\$500
50305	Audit Costs	\$3,000
50399	Other Services (Explain in comment field)	\$34,929
504 :	Materials and Supplies	
50401	Fuel & Lubricants	\$63,680
50499	Other Materials & Supplies	\$6,350
505 :	Utilities	
50500	Utilities	\$2,100
506 :	Insurance	
50603	Liability Insurance	\$3,100
50699	Other Insurance (Property)	\$900
507 :	Taxes & Fees	
50700	Taxes & Fees	\$16
509 :	Misc Expenses	
50999	Other Misc Expenses (Explain in comment field)	\$1,000

Total Expenses: \$451,360

Total Ineligible Expenses: \$0

Total Eligible Expenses: \$451,360

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2013**

Non Financial Schedule Report

Public Service

Code	Description	Weekday DR	Saturday DR	Sunday DR	Total
610	Vehicle Hours	14,525			14,525
611	Vehicle Miles	149,380			149,380
615	Unlinked Passenger Trips - Regular	22,020			22,020
616	Unlinked Passenger Trips - Elderly	10,540			10,540
617	Unlinked Passenger Trips - Persons w/Disabilities	33,940			33,940
618	Unlinked Passenger Trips - Elderly Persons w/Disabilities	9,300			9,300
622	Total Demand-Response Unlinked Passenger Trips	75,800			75,800
625	Days Operated	255			255

Total Passengers: 75,800

Vehicle Information

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

Total Vehicles: 7

Miscellaneous Information

Code	Description	Quantity DR
660	Diesel/Gasoline Gallons Consumed	25,275
661	Total Transit Agency Employees (Full-Time Equivalents)	15
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	11
801	Property Damage Only (PDO) Accidents w/damage equal to or greater than \$1,000 but less than \$25,000	4

**Michigan Public Transit Facts
Vehicle Listing Report**

Adrian Dial-A-Ride										
Vehicle Identification Number (VIN)	State ID	Local ID	Status	Type	Seat Qty.	Lift Qty.	Year	Mileage	Repl. Req.	Repl. Fund
1FD4E45S18DA70384	71-4924	23	ASSIGNED	LghtDty-Culaway	11	1	2008	87,870	2013	-
1FD4E45S38DA70385	71-4925	27	ASSIGNED	LghtDty-Culaway	11	1	2008	73,932	2013	-
1FD4E4FS7ADA78969	71-5314	28	ASSIGNED	LghtDty-Culaway	11	1	2010	28,153	-	-
1FDXE45S77DB08115	71-4818	29	ASSIGNED	LghtDty-Culaway	11	1	2008	76,281	2013	-
1GBE5V12X8F415423	71-4559	21	ASSIGNED	MedDty	14	2	2006	107,649	2013	2004
5WEASSKM3BH360147	71-5379	25-1	ASSIGNED	MedDty	14	2	2011	22,732	-	-
5WEASSKM5BH360148	-	26-1	ASSIGNED	MedDty	14	2	2011	21,519	-	-

**Adrian Dial-A-Ride
Capital Requests For FY 2013**

Req. Yr	Program	Item Description	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2013		STP						
Requested:0	Equipment	Bus Tires	\$7,000	\$1,750	\$0	\$8,750	REPLACE	PRE-REQUESTED
Sub Total By Program Type			\$7,000	\$1,750	\$0	\$8,750		
2013		CMAQ						
Eligible/Pending:1 Requested:1	Vehicle	26-Ft Medium Duty w/ Lift - Diesel (roof mount A/C w/branch guard. Driver side running board, paint 1-stripe. Q-Straint slide 'n click sys, 2-way radio prep. power seat base for drvr. smooth anti-slip flooring)	\$106,000	\$26,500	\$0	\$132,500	REPLACE	PRE-REQUESTED
Eligible/Pending:3 Requested:3	Vehicle	Small, Light-Duty Bus, 138 wheelbase, w/ lift, gas engine (Roof mount A/C w/ branch guard, ESPAR aux.air htr system, power seat base, drvr side running board, paint-1 stripe, q-straint slide 'n click sys, 2-way radio prep, smooth anti-slip flooring)	\$158,400	\$39,600	\$0	\$198,000	REPLACE	PRE-REQUESTED
Sub Total By Program Type			\$264,400	\$66,100	\$0	\$330,500		
Sub Total By Request Year			\$271,400	\$67,850	\$0	\$339,250		

**Adrian Dial-A-Ride
Capital Requests For FY 2013**

Req. Yr	Program	Item Description	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2014	STP							
Requested:0	Equipment	Bus tires	\$6,000	\$1,500	\$0	\$7,500	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	\$6,000	\$1,500	\$0	\$7,500		
		Sub Total By Request Year	\$6,000	\$1,500	\$0	\$7,500		
		Grand Total	\$277,400	\$69,350	\$0	\$346,750		

FY2013 5333(b) LABOR WARRANTY

INSTRUCTIONS: Save this form in PTMS, sign and return it to Michigan Department of Transportation

City of Adrian _____ is applying for Section 5309, 5311, 5311(f) and/or 5316 funding under
NAME OF APPLICANT (legal organization name)
Federal Transit Act, as amended, for fiscal year 2013. We will be bound by the provisions of the special 5333(b) [former 13(c)] labor
warranty for the period of the grant.

Note: Do not include school bus transportation providers and their unions.

UNIONS REPRESENTING APPLICANT'S EMPLOYEES (only staff that has duties connected to the transit operation)

None (please check if none)

THIRD PARTY TRANSPORTATION PROVIDER (agency hired by the applicant to perform public transportation services) /
UNION REPRESENTATION None (please check if none)

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

The following is a list of other surface transportation providers serving the general public, which include, but are not limited to,
Specialized Services and Section 5310 agencies, and their unions in our jurisdictional area.

OTHER PROVIDERS/UNIONS REPRESENTATION (please list) None (please check if none)

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

Adrian TAXI Service: None

Royal Limousine, Inc: None

Tecumseh Trolley & Limousine Service: None

TYPED/PRINTED NAME AND TITLE	SIGNATURE OF TRANSPORTATION PROVIDER	DATE
Marcia Bohannon, Transportation Coordinator		01/23/12

FY 2013 CONTRACT CLAUSES CERTIFICATION

INSTRUCTIONS: Save this form in PTMS, sign and return it to Michigan Department of Transportation

I acknowledge that I have reviewed a copy of the Contract Clauses dated October 1, 2011. I understand that the nature of the project will determine which requirements of the contract clauses apply and I will comply with all applicable clauses for all FTA-funded contracts for FY 2013.

NAME OF PERSON AUTHORIZED TO SIGN A CONTRACT OR PROJECT AUTHORIZATION

Greg DuMars, Mayor or Mayor Pro-Tem

LEGAL ORGANIZATION NAME *

City of Adrian

TITLE OF AUTHORIZED SIGNER

SIGNATURE OF AUTHORIZED SIGNER **

DATE

Mayor, City of Adrian

01/23/12

* If the organization has a master agreement with MDOT, **the organization name must match the name as it appears on the master agreement.** Organizations with multiple contracts will need multiple clauses certifications.

** If the agency has a master agreement with MDOT, the signature must be the same as the authorized signer of the master agreement or an individual with legal authority to sign a project authorization for the organization.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any _____ requests which would cause

<transit agency>

_____ to be in violation of the FTA terms and conditions.

<transit agency>

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Recipient acknowledges and agrees that:

(1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) **Criminal Fraud.** If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(I), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized

representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

TERMINATION (For projects over \$10,000)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated, nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

a. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS (For projects over \$10,000)

The Recipient agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit

discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C.

§§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

g. **Access to Services for Persons with Limited English Proficiency.** The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

h. **Environmental Justice.** The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

i. **Other Nondiscrimination Laws.** The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

DISADVANTAGED BUSINESS ENTERPRISE

To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

DEBARMENT AND SUSPENSION (For projects over \$25,000)

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

BUY AMERICA REQUIREMENTS (For Rolling Stock over \$100,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. Date _____

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11. Date

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BREACHES AND DISPUTE RESOLUTION (For project over \$100,000)

In compliance with 49 CFR Part 18/FTA Circular 4220.1F:

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The

decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING (For project over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995

(P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any. _____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR For project over \$100,000

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*/40 CFR 15.61/49 CFR Part 18. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

CLEAN WATER REQUIREMENTS (For project over \$100,000)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued

pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels - The contractor agrees in compliance with 46 U.S.C. 1241/46 CFR Part 381:

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

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

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

FLY AMERICA

The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

EMPLOYEE PROTECTIONS

a. **Construction Activities.** The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees:

(1) **Davis-Bacon Act**, as amended, 40 U.S.C. §§ 3141 *et seq.*, pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) **Contract Work Hours and Safety Standards Act**, as amended, 40 U.S.C. §§ 3701 *et seq.*, specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts

Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and

(3) **Copeland “Anti-Kickback” Act**, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3.

BONDING

Except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the following bonding provisions, as applicable:

(1) **Construction Activities.** The Recipient agrees to provide bid guarantee, contract performance, and payment bonds as provided by Federal regulations and to the extent determined adequate by FTA in writing, and follow any other construction bonding provisions in FTA directives, except to the extent that FTA determines otherwise in writing.

(2) **Activities Not Involving Construction.** The Recipient agrees to follow FTA guidance on bonding restrictions for projects not involving construction, except to the extent that FTA determines otherwise in writing.

SEISMIC SAFETY

The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, “Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction,” 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) **Standard Public Transportation Employee Protective Arrangements.** To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL’s certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for

elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections 24.d(2), (3), and (4), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for the Elderly Individuals and Individuals with Disabilities Formula Program and for the Elderly Individuals and Individuals with Disabilities Formula Program Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating in a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. Any U.S. DOL Special Warranty that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(4) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. Any U.S. DOL Special Warranty that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

CHARTER SERVICE OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and

Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in FTA Master Agreement MA(16), 10-1-2009 57 its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

SCHOOL TRANSPORTATION OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Recipient's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, subrecipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

SUBSTANCE ABUSE

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance:

- a. **Drug-Free Workplace.** U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R.

Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, including any amendments to these U.S. DOT regulations when they are promulgated. [U.S. OMB published final Drug-Free Workplace guidance in 74 Fed. Reg. 28149 *et seq.* on June 15, 2009.]

b. **Alcohol Misuse and Prohibited Drug Use.** FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

PATENT RIGHTS

a. **General.** If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. **Federal Rights.** The Recipient agrees that its rights and responsibilities, and those of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. **License Fees and Royalties.** FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

RIGHTS IN DATA AND COPYRIGHTS

a. **Definition.** The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data," as used in this Section 18, does not include financial reports, cost analyses, or other similar information used for Project administration.

b. **General.** The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Subsection 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient

of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

ENERGY CONSERVATION

The Recipient agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

PREFERENCE FOR RECYCLED PRODUCTS

To the extent applicable, the Recipient agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any

other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ACCESS FOR INDIVIDUALS WITH DISABILITIES

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

STATE, TERRITORIAL, AND LOCAL LAW

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Recipient must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Recipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Recipient to violate any State, territorial, or local law, regulation, or ordinance, the Recipient agrees to notify FTA immediately in writing. Should this occur, FTA and the Recipient agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

BUS TESTING 49 U.S.C. 5323(c)/49 CFR Part 665

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

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS 49 U.S.C. 5323/49 CFR Part 663

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

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

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

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____ (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year _____ (October 1, _____ to September 30, _____) and have been approved or not disapproved by FTA.

_____ (Name of Contract Vendor), hereby certifies that the manufacturer of the transit vehicle to be supplied _____ (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature:

Date:

Title:

Manufacturer: _____

FY 2013 COORDINATION PLAN FOR LOCAL BUS OPERATING ASSISTANCE

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

Organizations must ensure that the level and quality of service will be provided without regard to race, color or national origin and that there is not a disparate impact on groups protected by Title VI of the Civil Rights Act of 1964 and related statutes and regulations.

NAME OF APPLICANT (legal organization name)

City of Adrian

TRANSIT PROVIDER/PURCHASER AND COORDINATION EFFORTS

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

Lenawee Transportation, Adrian TAXI Services, Royal Limousine, Inc., Tecumseh Trolley

Adrian Dial-A-Ride provides local demand-response service within the Adrian city limits, and Lenawee Transportation, our rural county transit system, operate out of the same facility. Both systems are staffed by the same private provider and is comprised of an Operations Manager who oversees both operations and serves in an administrative capacity. There is one Office Manager who performs the office detail, serves as our DER and a full-time dispatcher for Dial-A-Ride; one full-time dispatcher who works for Lenawee Transportation, and a pool of drivers. One of the drivers has been cross-trained to serve as a back-up dispatcher for either side, when necessary. All drivers are on one seniority board, work under the same wage scale, and belong to the same union. Each driver works for one system, however; when needed - a few of the drivers can and will drive for either system.

Both systems operate out of the newly constructed facility with all vehicles being parked inside. The dispatcher for each system share the same dispatch office which allows for coordination of service and elimination of duplicated service. All employees from both transit agencies are included when training classes are conducted. We share the resources of personnel from the local Human Service Agencies to provide training on the topics of Recipients' Rights and Sensitivity Training. We employ the expertise of the Lenawee Intermediate School District to facilitate classes on proper wheelchair boarding, wheelchair securement, debarking, and driver professionalism.

Our preventive maintenance program is monitored by the dispatchers and Operations Manager. All PM work is outsourced to primarily one vendor. All other smaller mechanical service is farmed out to the private sector, again, primarily to one vendor. We continue the mechanical services from the Lenawee Intermediate School District for most of the larger jobs requiring specific training/education to complete the repair. The LISD and one other vendor have been providing our DOT safety inspections.

The Adrian City Commission meetings are held twice a month and are open to the public. Notice of the meetings are posted in the lobby of City Hall, printed in the local paper, announced on the local radio station, and available on the City's web site.

The Lenawee Transportation Corporation board meetings are held once a month and the public is welcome to attend. The agenda is submitted to the local paper.

The LAC meets as needed and serves for both the LTC and Dial-A-Ride. The core of the LAC serves on other transit related committees where local issues are discussed as we work toward resolving transportation barriers. We are currently working with the Lenawee Collaborative as one of the "basic needs" focus groups. Included are representatives from the local Department of Human Services, Michigan Works!, Goodwill Inds, Family Counseling and Children Services, Lenawee Community Mental Health Authority, Department on Aging, and Lenawee United Way. The Adrian TAXI is invited to attend our transportation meetings in an effort to coordinate transit services and provide round the clock service. Most generally, we are not competing for the same traffic. The limousine services are provided for specialty events - not focusing on the daily essential/basic needs transportation services. We would be happy to help out for the specialty events - if, by chance, they were not able to perform the service - or needed special equipment - but have not requested our service.

FUTURE TRANSIT OBJECTIVES

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

Currently, we are not considering the consolidation of the two public transit services. Although, we continue to coordinate services whenever possible. The manner in which our systems deliver services differ from one another. However, the creation of these two systems was designed to allow for a smooth coordination and the ability to operate in an efficient manner, providing timely service. The Adrian Dial-A-Ride provides service within the City of Adrian. It is mainly demand-response, however; we do have a system in place that allows for pre-determined time calls. It is funded, primarily, by the City of Adrian's general fund with the revenue coming from the tax payers of the city.

Lenawee Transportation also provides transit service to the general public but their largest source of local revenue is generated by the contract service provided to the Human Service Agencies. LTC operates on a semi-fixed route and also offers demand-response service for a limited time each day. A portion of their funding does come from the county.

FY 2013 FTA CERTIFICATIONS AND ASSURANCES

INSTRUCTIONS: Save this form in PTMS, sign and return it to Michigan Department of Transportation

This form is required for all agencies applying for FTA funds, except for urban agencies that receive all their FTA funds directly from FTA. For details, review Appendix F of the FY 2013 Annual Application Instructions for Public Transit Programs, Certifications and Assurances for FTA Assistance.

NAME OF APPLICANT (legal organization name)

City of Adrian

The applicant agrees to comply with the applicable requirements of Groups 1-18:
Those requirements that do not apply to you or your project will not be enforced.

1. Assurances Required for Each Applicant
2. Lobbying Certification
3. Procurement Compliance
4. Protections for Private Transportation Providers
5. Public Hearing
6. Acquisition of Rolling Stock for Use in Revenue Service
7. Acquisition of Capital Assets by Lease
8. Bus Testing
9. Charter Service Agreement
10. School Transportation Agreement
11. Demand Responsive Service
12. Alcohol Misuse and Prohibited Drug Use
13. Interest and Other Financing Costs
14. Intelligent Transportation Systems
15. Elderly Individuals and Individuals with Disabilities Formula Grant Program and Pilot Program (5310)
16. Nonurbanized Area Formula Program (5311)
17. Job Access and Reverse Commute Formula Grant Program
18. New Freedom Program

FTA and MDOT intend that the certifications and assurances the Applicant has selected on this form should apply, as required, to each project for which the Applicant seeks FTA assistance during fiscal year 2013.

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

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Marcia Bohannon, Transportation		01/23/12

FY 2013 STATE CERTIFICATIONS AND ASSURANCES

INSTRUCTION: Save this form in PTMS, sign and return it to Michigan Department of Transportation

NAME OF APPLICANT (legal organization name)

City of Adrian

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

A. This organization has the necessary operational lifts on its vehicles as required by Act 51, [Section 10e(17) and 10e(18)] of the Public Acts of 1951, as amended, and the Americans with Disabilities Act of 1990. The organization also certifies that the lifts are maintained and cycled on a regularly scheduled basis. (Regular, 5310, 5316, and 5317 agencies).



B. This organization has proof of vehicle insurance on file (Regular, 5310, 5316, and 5317 agencies).



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

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Marcia Bohannon, Transportation Coordinator	<i>Marcia Bohannon</i>	01/23/12

FY 2013 TITLE VI INFORMATION

NAME OF APPLICANT (legal organization name)

City of Adrian

All FTA fund recipients must submit the following information that covers the previous fiscal year, except for urban agencies that receive all their FTA funds directly from FTA.

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

RESPONSE:

None: We do not have any active or pending lawsuits or complaints with respect to our service or any other transit related activity.

-
2. A summary of all civil rights compliance review activities conducted **with regard to your transportation program**. The summary should include: the purpose or reason for the review; the name of the agency or organization that performed the review; a summary of the findings and recommendations of the review; and, a report on the status and/or disposition of such findings and recommendations. If none, so state.

RESPONSE:

A Title VI plan has been developed and is on file. It was developed under the guidance and direction of the Michigan Department of Transportation

3. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved?

NO YES. If yes, please list the name and contact information for the new coordinator/EEO Officer.

4. Has your organization had any projects and/or service change that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts? If yes, please complete the following items: NO YES

a. Provide brief description of these projects/service changes.

b. What did you do to ensure that those populations affected by the project and/or service change had meaningful access to and involvement in the development process?

c. What is the number or percentage of LEP or EJ populations who were affected by the project or service change?

5. During this reporting period, how many of your employees have been educated about Title VI and their responsibility to ensure non-discrimination in any of your programs, services, or activities?

During our new-hire orientation process, our new employees are educated about our Title VI program and their responsibility to ensure non-discrimination in the service we provide.

In our last fiscal year, we had (7) new hires, however; only two of them have remained full time employees with us. At our next in-service day, we will once again review our Title VI program.

NOTE: To be completed only by agencies providing demand-response (D-R) service with a vehicle(s) obtained with state or federal funds.

NAME OF APPLICANT (legal organization name)

City of Adrian

1. TOTAL D-R FLEET PLANNED FOR FY 2013 (including locally funded vehicles) 7 VEHICLES

2. TOTAL D-R FLEET ACCESSIBLE OR LIFT-EQUIPPED (including locally funded vehicles) 7 VEHICLES

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

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

A. FARE STRUCTURE YES NO

B. SERVICE AREA INFORMATION YES NO

C. SERVICE AVAILABILITY INFORMATION YES NO

D. SERVICE TIME PERIOD YES NO

E. LOCAL ADVISORY COUNCIL COMPOSITION YES NO

One of our members has retired and another has not participated or responded to our correspondence.

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

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

6. PLEASE INDICATE THE NUMBER OF TIMES PER YEAR THE AGENCY'S LAC MEETS:

ANNUALLY QUARTERLY MONTHLY OTHER As needed.

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

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

1. CHAIRPERSON'S NAME Tim Guest - Retired/MRS	AFFILIATION (Name of organization, if any) Volunteer driver for seniors. Guardian for persons w/disability
---	---

THIS MEMBER REPRESENTS:		
<input checked="" type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

2. NAME Deb Campbell	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

3. NAME Bobby Oliver	AFFILIATION (Name of organization, if any) Volunteer driver for seniors
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THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

4. NAME John Meeker	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:		
<input checked="" type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

5. NAME Libby Zilke	AFFILIATION (Name of organization, if any) Lenawee Department on Aging
-------------------------------	---

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input checked="" type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

6. NAME	AFFILIATION (Name of organization, if any)
----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

7. NAME	AFFILIATION (Name of organization, if any)
----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

8. NAME	AFFILIATION (Name of organization, if any)
----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

9. NAME	AFFILIATION (Name of organization, if any)
----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups

THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> Neither of these groups

AGENDA

LOCAL ADVISORY COMMITTEE

January 27, 2012

11:00am

ADRIAN CITY HALL

- I. Welcome
- II. Introductions
- III. Discuss FY 2013 Application - LTC
- IV. Review Accessibility Plan - LTC
- V. Discuss FY 2013 Application - DART
- VI. Review Vehicle Accessibility Plan - DART
- VII. Old Business
- VIII. New Business
- IX. Adjourn

MINUTES

LOCAL ADVISORY COMMITTEE
for
CITY OF ADRIAN DIAL-A-RIDE
and
LENAWEE TRANSPORTATION CORPORATION
January 27, 2012

PRESENT: Bob Oliver, Libby Zilke, John Meeker, Marcia Bohannon

ITEM: Discuss FY 2013 Application - LTC / Review Accessibility Plan

We discussed the LTC application. We discussed the local (County) appropriation, projected farebox recovery and State and federal percentage levels. Projected expenses were also reviewed. We have seen an increase in our ridership. We have also seen an increase in the average number of mobility devices we transport each month. There was no change in the vehicle accessibility plan.

We have requested the replacement of two (2) vehicles and one (1) minivan in FY 2012 through the CMAQ program.

ITEM: Review of vehicle accessibility plan for LTC

The current fleet consists of eleven (11) vehicles. Ten (10) of them are handicap accessible. One of our newer vehicles has the capacity for three (3) wheel chair spots. At this time, our Local Advisory Council was in agreement this would provide equal service to our consumers. However; it was suggested that when replacing the non wheelchair vehicle, we should replace it with an accessible bus.

Lenawee just took delivery of two (2) new vehicles. One of them is a non-lift bus and will not be eligible for replacement until 2019.

Motion made by Meeker and supported by Oliver to accept the Lenawee Transportation Accessibility Plan. Motion carried.

ITEM: Discuss FY 2013 Application - DART / Review Accessibility Plan

We discussed the DART application. We reviewed the projected revenues and expenses and discussed the City's appropriation. With the decrease in tax revenues, we are hopeful that the City will continue to fund the service at the current level it is now. Adrian will be eligible for four (4) buses to be replaced in FY 2013 and we have requested this funding through the CMAQ program.

ITEM: Review of the vehicles accessibility plan for DART

We have a fleet of seven (7) vehicles and all are handicap accessible. Our intentions are to keep all vehicles accessible. There has not been a change in the accessibility plan.

Motion made by Oliver and supported by Zilke to accept the DART Accessibility plan. Motion carried.

No other business or comments, this meeting was adjourned.

In absence of our Chairman, Tim Guest ~

Submitted by:



Libby Zilke



REGULAR AGENDA

ORDINANCE 12-01

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ADRIAN BY ADDING A NEW SECTION, WHICH SECTION SHALL BE DESIGNATED AS SECTION 82.37 OF CHAPTER 82 OF SAID CODE.

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A PROPOSED MULTIPLE FAMILY DWELLING PROJECT FOR PERSONS OF LOW INCOME TO BE FINANCED OR ASSISTED PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT ACT OF 1966 AS AMENDED.

THE CITY OF ADRIAN ORDAINS:

- (a) This Section shall be known and cited as the "Adrian Village Tax Exemption Ordinance."
- (b) *Preamble.* It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development and rehabilitation of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401, et seq.). The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing certain property tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this Section for tax exemption and the service charge in lieu of taxes during the period contemplated in this Section are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The City acknowledges that Lutheran Social Services of Michigan (the "Sponsor") has offered, subject to receipt of a commitment for low income housing tax credits from the Michigan State Housing Development Authority, to own, rehabilitate and operate the housing development identified as Adrian Village on certain property located at 1542 Village Green Lane in the City to serve persons of low income, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all taxes.

- (c) *Definitions.*

Authority means the Michigan State Housing Development Authority.

Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

Annual shelter rent means the total collections during an agreed annual period from all occupants of the housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

Commitment for low income housing tax credits means a commitment for those tax credits allocated by the Authority provided pursuant to Section 42 of the Internal Revenue Code of the United States.

Housing development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low income.

Low income persons or families as used herein shall be the same meaning as found in Section 15(a)(7) of the Act.

Sponsor means the entity which has applied for low income housing tax credits or other financial assistance from the Authority for the housing development.

Utilities mean fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

- (d) *Class of housing developments.* It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing for low income families or persons sponsored by a nonprofit organization which has received an allocation of low income housing tax credits, as provided in the Act. It is further determined that Adrian Village is of this class.
- (e) *Establishment of annual service charge.* Adrian Village and the property on which it is constructed shall be exempt from all property taxes from and after the rehabilitated housing development has been placed into service for eligibility of the low income housing tax credits. The City, acknowledging that the Sponsor and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this ordinance and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established in this ordinance, and in consideration of the Sponsor's offer, subject to receipt of low income housing tax credits from the Authority, to participate in the sponsorship of a housing development, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to the aggregate of the following: (i) the greater of four percent (4%) of the annual shelter rents or twenty-three thousand five hundred dollars (\$23,500); plus (ii) forty thousand dollars (\$42,840) for the first year of this ordinance, increasing at two and one-half percent (2.5%) for each subsequent year, provided that the foregoing aggregate amount shall not exceed the amount of taxes which would otherwise have been paid on the housing development if the housing development were not tax exempt.

- (f) *Contractual effect of ordinance.* Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor, with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Section. Provided, however, that in the event the annual service charge is not fully paid as provided in the following paragraph, the provisions of Section 15(a)(5) apply and the contract shall have no further effect and shall terminate.

- (g) *Payment of service charge.* The annual service charge in lieu of taxes as determined under this ordinance shall be payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before February 14 of each year.

- (h) *Duration.* This Section shall remain in effect and shall not terminate so long as the restriction on rents and incomes under the low income housing tax credit program remains in effect or the Authority has any interest in the housing development. Provided, however, that the term of this ordinance shall not exceed twenty (20) years from the date the housing development is placed in service for eligibility of the low income housing tax credits.

INTRODUCTION.....

SUMMARY PUBLISHED.....

ADOPTION.....

COMPLETE PUBLICATION.....

EFFECTIVE DATE.....

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

SO-1

February 20, 2012

SPECIAL ORDER

The Mayor called for the hearing and consideration of comments to the confirmation of the Special Assessment Roll for (SAD # 383) - Bent Oak from Riverside to the city limits.

Discussion

When the Mayor call for final objections _____
_____ and he declared the hearing closed.

SPECIAL ORDER

The Mayor called for the hearing and consideration of comments to the abandonment of the alley abutting properties on Terrace Ave., University Ave., and W. Maumee Street.

Discussion

When the Mayor call for final objections _____
_____ and he declared the hearing closed.

SPECIAL ORDER

The Mayor called for the hearing and consideration of comments to the abandonment of the alley access between E. Maple St. and E. Front St. between 300 N. Main St. and 123 E. Front St./124 E. Maple Ave.

Discussion

When the Mayor call for final objections_____

_____ and he declared the hearing closed.

R12-011

RE: **ENGINEERING – Confirm Special Assessment Roll for SAD #383 – Bent Oak from Riverside to City Limits**

RESOLUTION

WHEREAS, the City Assessor has reported the Special Assessment Roll to the City commission for improvements on Bent Oak from Riverside to City Limits, together with the certificate relating thereto; and

WHEREAS, the said Roll has been filed with the city Clerk for public examination; and

WHEREAS, said notice has been given and a hearing held for the purpose of reviewing the said Roll and considering any objections thereto; and

WHEREAS, all objections to the said Roll have been duly considered.

NOW, THEREFORE, BE IT RESOLVED, that the said special assessment project cost in the amount of Five Hundred One Thousand, Four Hundred Nine and Twenty Two Cents (\$501,409.22) for said improvements on Bent Oak from Riverside to City Limits is hereby confirmed; and

BE IT FURTHER RESOLVED that said Special Assessment Roll in the amount of Fifty Seven, Two Hundred Thirty Nine and Fifty Seven Cents (\$57,239.57) for improvements on Bent Oak from Riverside to City Limits, said project being known and designated as SAD # 383, be and the same is hereby confirmed.

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

R12-012

RE: **ENGINEERING – Abandonment of the alley abutting properties on Terrace Ave., University Ave., and W. Maumee Street**

RESOLUTION

WHEREAS, during the paving of alleys around the City of Adrian several alleys were discovered that were platted but no longer function as alleys; and

WHEREAS, the City Administrator and City Engineer have determined that it would not negatively impact the city to vacate this alley as it is an unmaintained alley and does not receive funds from Act 51; and

WHEREAS, said notice has been given and a hearing held for the purpose of hearing comments and considering any objections thereto; and

WHEREAS, all objections to the abandonment have been duly considered.

NOW, THEREFORE, BE IT RESOLVED that the City Commission finds and determines it is in the best interest of the City to abandon this alley with provisions for a storm water utility access easement described as follows:

City of Adrian, Lenawee County, Michigan, Plat of College Terrace, COMMENCING at the Easternmost corner of Lot 1, thence North 55° 46' 55" West 224.78 feet along the North line of Lots 1 and part of Lot 2, thence North 88° 02' 28" West 288.60 feet along the North line of part of Lot 2 and Lots 3 through 7 to the Northwest corner of Lot 7, thence North 00° 26' 56" East 16.00 feet to the Southwest corner of Lot 28, thence South 88° 02' 28" East along the South line of Lots 28 through 23, thence South 55° 46' 55" East along the Southwest line Lots 22 through 18 and 25 feet along the Southwest line of Lot 17, thence North 87° 58' 41" West to the Point of Beginning.

The City of Adrian shall have the right to enter and be upon said premises for the purpose of repairing or maintaining the storm sewer located thereon when in its judgment the said storm sewer requires any such maintenance or repair.

Whenever repairs or maintenance of the said storm sewer is required, access thereto shall be obtained outside the said premises if possible. If not possible to obtain access outside of said premises, then access may be gained thereto on said premises. Whenever entry shall be required, the City shall restore the premises to their condition prior to entry.

As part of this vacating of the above named alley, no building shall be constructed on or over the above storm sewer line or within 10' each side of the center of the pipe.

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

R12-013

RE: **ENGINEERING – Abandonment of Alley Access between E. Maple St. and E. Front St. between 300 N. Main St. and 123 E. Front St./124 E. Maple Ave.**

RESOLUTION

WHEREAS, during the paving of alleys around the City of Adrian several alleys were discovered that were platted but no longer function as alleys; and

WHEREAS, the City Administrator and City Engineer have determined that it would not negatively impact the city to vacate this alley as it is an unmaintained alley and does not receive funds from Act 51; and

WHEREAS, said notice has been given and a hearing held for the purpose of hearing comments and considering any objections thereto; and

WHEREAS, all objections to the abandonment have been duly considered.

NOW, THEREFORE, BE IT RESOLVED that the City Commission finds and determines it is in the best interest of the City to abandon this alley described as follows:

City of Adrian, Lenawee County, Michigan, Assessor’s Plat No. 1 and the Original Plat, COMMENCING at the Northwest corner of Lot 1 Blk 2, thence South 63° 46’ East 204.00 feet to the Northwest corner of the alley, thence South 63° 46’ East 20.00 feet, thence South 26° 19’ West 149.00 feet, thence North 63° 46’ West 20.00 feet, thence North 26° 19’ East 149.00 feet returning to the Northwest corner of the alley.

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



MEMO

Date: February 5, 2012

To: Hon. Greg DuMars, Mayor
City Commission

From: Dane C. Nelson, City Administrator

Re: FY2012-18 CAPITAL BUDGET RECOMMENDATION

The six-year departmental capital expenditure recommendation, covering the period FY2012-18, is hereby presented for your review and consideration. This presentation, reflecting the sixth year of implementation, represents a significant departure from previous practice. As a result of an assessment of the City of Adrian's past Capital Planning Process, prepared by the Finance Director at my request, the City Commission approved a new Capital Planning Process consistent with "Best Practices" promulgated by the Government Finance Officers Association (GFOA) of the United States and Canada. Beginning with the FY2010-16 CIP and continuing this year, the Planning Commission was included at the Request Stage of the CIP Program, with related emphasis on the City's Comprehensive Master Plan. The significant improvement in process this year is the addition of the following items:

- 1) Inclusion of representatives of the Downtown Development Authority, the Brownfield Redevelopment Authority, and One Lenawee (a group of private citizens interested in promoting community collaboration) as participants in the Capital Planning process. On Saturday, December 10, 2011 and Monday, December 12, 2011, Department Heads presented their Capital Budget Requests for FY2012-18 and input was received from all participants that has been considered the City Administrator in formulation of the Recommended CIP.
- 2) In 2010, the Motor Vehicle Pool was expanded to include all City vehicles, except Utility Fund vehicles. By transferring vehicles from Governmental Funds to an Enterprise Fund, accumulated depreciation is providing a funding resource that allows for implementation of a more rational vehicle replacement methodology. Utility Fund vehicles are excluded because they are already included in their own Enterprise Fund. A vehicle replacement policy (Ref: Tab 8) has been developed and adopted (Resolution No. R10-145 dated November 15, 2010), including criteria for replacement, such as, date acquired, minimum mileage attainment, hours of service, historical maintenance costs, accidents, etc.
- 3) Continuation of an historical perspective, including FY2009-10 and FY2010-11 Actual Facility Improvements, Vehicles and Equipment Sources and Uses of funds, as well as the same information contemplated for in the FY2011-12 Budget and planned for the FY2012-13 Budget and General Appropriations Act. This enables development of estimated surpluses or shortfalls that are then carried forward to reflect the impact on future year capital planning processes.

- 4) Incorporation of a phased plan for Downtown Parking Lot Improvement Program, which includes simultaneous underground improvements to the Wastewater Collection System.
- 5) The expressed intention of including in the City Administrator's FY2012-13 Operating Budget Recommendation a new Building Space Cost Allocation Internal Service Fund (similar to the Motor Vehicle Pool Fund and the Information Technology Fund), which will provide for a rational mechanism to fund building maintenance and replacement outlays on a pay-as-you-go basis, as well as cover normal operating costs such as utilities, insurance and custodial services.

The presentation of the multi-year departmental capital expenditure request, covering the period FY2012-18, is the first step towards incorporation of the GFOA "Best Practices" recommended eleven-step process to formulating a viable multi-year Capital Improvement Program (CIP) and Financing Plan (copy attached). Included in this document are the CIP Instructions previously issued to all operating departments (**Tab 2**), the City of Adrian Debt Capacity Analysis prepared by the Finance Director (**Tab 3**), the City of Adrian's Strategic Action Plan and Comprehensive Master Plan Vision, Goals and Objectives (**Tab 4**), CIP Summary Recommendation (**Tab 5**), Departmental Detail (**Tab 6**) and related Capital Planning and Finance Policies as well as, Debt Management Policies adopted by the City Commission December 4, 2006 (**Tab 7**), as well as the adopted Motor Vehicle Replacement Policy (**Tab 8**). This action reinforces the City's good credit rating (Moody's Investor Services – A2; Standard & Poors – A), which allowed the City to take full advantage of the federal stimulus program (American Recovery and Reinvestment Act of 2009) to fund the Downtown City Government Complex Project.

As previously indicated, the Debt Capacity Analysis can be found under **Tab 3**. Although the Legal Debt Margin allows the City to issue up to ten (10%) percent of the State Equalized Value (SEV) of taxable property in the City (permitting an total General Obligation debt load of \$41.1 million), the resources of the operating budget would be woefully inadequate to assume the resulting Debt Service requirements. After evaluating financial trends (projected revenues and expenditures), as well as current and projected Debt Burden, the Finance Director has recommended that the current outstanding debt of \$6,840,000, which results in net annual debt service of \$450,000 (net of U.S. Department of Treasury interest rebates for outstanding Build America Bonds and Recovery Zone Economic Development Bonds), should not be increased until such time the current debt is paid down or the economy improves such that taxable property values increase significantly or an alternative own-source revenue stream is implemented.

Several projects, including acquisition and renovation of our new City Hall, renovation of the Adrian Public Library, and construction of a new Police Facility, as well as retirement of all other outstanding General Obligation Debt, were combined and funded with a single (Series A, B and C) bond issue to minimize issuance costs and capitalize on timely affordable market rates. This effort resulted in attaining a market rate of 3.71%, including interest expense rebates from the U.S. Department of Treasury, which will save Adrian taxpayers more than \$6.0 million over the 25-year life of the bonds.

As a result of Department Head presentations on December 10 and 12, the City Commission and Planning Commission should have a good understanding of the overall direction of the City's current Capital Plan. Any suggestions for modification and enhancement are welcome.

With your guidance, City staff has been aggressively pursuing a vast array of infrastructure, service and facility improvement projects and initiatives. City staff and I look forward to the continuing opportunity to work with the City Commission and Planning Commission to plan for the future and do our part to improve and maintain quality of life in our community.

"respect for the individual voice, service for the common good"

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS						PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	
DEBT SERVICE - GENERAL FUND											
	PURCHASE 250 W. CHURCH STREET - \$135,000	\$108,614	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	See: Debt Capacity Analysis
	MARVIN FARM - \$1,200,000	532,964	0	0	0	0	0	0	0	0	
	PARKS & FORESTRY BUILDING-ACQUISITION - \$550,000	497,900	0	0	0	0	0	0	0	0	
	PARKS & FORESTRY BUILDING-RENOVATION ESTIMATE - \$1,000,000	1,000,000	0	0	0	0	0	0	0	0	
	153/155 E. MAUMEE STREET - \$542,000	495,522	0	0	0	0	0	0	0	0	
	NEW CITY HALL - \$1,285,000	1,285,000	0	0	0	0	0	0	0	0	
	SERIES A-LIMITED TAX GENERAL OBLIGATION BONDS	20,794	245,369	251,369	251,644	251,269	244,669	252,519	249,000	0	
	SERIES B-TAXABLE BUILD AMERICA BONDS	25,963	56,648	56,648	56,648	56,648	56,648	56,648	56,648	301,648	
	SERIES C-TAXABLE RECOVERY ZONE ECON DEVELOP BONDS	63,900	139,418	139,418	139,418	139,418	139,418	139,418	139,418	139,418	
	TOTAL GENERAL FUND	\$4,030,657	\$441,435	\$447,435	\$447,710	\$447,335	\$440,735	\$448,585	\$445,066	\$441,066	
NOTE:	SERIES A- 11/16/09 - (\$1,540,000) - 05/01/17 - 3.0592%	* See Debt Consolidation Resolution R09-196, dated Dec. 7, 2009									
	SERIES B- 11/16/09 - (\$1,600,000) - 05/01/23 - 3.5405% NET	Note: Series A-Limited Tax GO Bonds will be retired in FY2016-17; annual debt service will remain approximately									
	SERIES C- 11/16/09 - (\$3,900,000) - 05/01/34 - 3.5748% NET	same amount, only with a larger share devoted to Series B & C Bonds, which will be retired in 2023 and 2034, respectively.									
DEBT SERVICE - WASTEWATER FUND											
	REVENUE BONDS - 09/26/02 - (\$8,920,000) - 04/01/23 - 2.50%	\$567,312	\$567,312	\$567,063	\$566,563	\$565,813	\$564,812	\$568,500	\$566,875	\$565,000	See: Debt Capacity Analysis
	REVENUE BONDS - 09/22/05 - (\$1,993,885) - 04/01/27 - 1.625%	118,826	117,363	120,860	119,316	117,772	116,228	114,685	113,142	111,598	
	REVENUE BONDS -12/15/05 - (\$6,962,663) - 04/01/27 - 1.625%	412,666	413,274	413,156	412,956	412,674	412,312	411,868	411,344	410,738	
	TOTAL WASTEWATER FUND	\$1,098,804	\$1,097,949	\$1,101,079	\$1,098,835	\$1,096,259	\$1,093,352	\$1,095,053	\$1,091,361	\$1,087,336	
DEBT SERVICE - WATER FUND											
	REVENUE BONDS - 09/26/02 - (5,665,000) - 04/01/23 - 2.50%	\$359,375	\$358,063	\$361,562	\$359,875	\$358,063	\$361,062	\$358,875	\$361,500	\$358,938	See: Debt Capacity Analysis
	REVENUE BONDS - 09/27/07 - (\$7,441,707) - 04/01/27 - 2.125%	465,594	477,830	475,765	353,593	471,314	463,983	466,546	459,002	456,405	
	TOTAL WATER FUND	\$824,969	\$835,893	\$837,327	\$713,468	\$829,377	\$825,045	\$825,421	\$820,502	\$815,343	
DEBT SERVICE - DOWNTOWN DEVELOPMENT AUTHORITY FUND											
	LIMITED GENERAL OBLIGATION BONDS										See: Debt Capacity Analysis
	STREETSCAPE BONDS - 10/01/92 - (\$1,025,000) - 03/01/12 - 6.4%	\$95,360	\$90,240	\$85,120	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$95,360	\$90,240	\$85,120	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL DEBT SERVICE		\$6,049,790	\$2,465,517	\$2,470,961	\$2,260,013	\$2,372,971	\$2,359,132	\$2,369,059	\$2,356,929	\$2,343,745	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE	
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17		FY2017-18
172.00	ADMINISTRATION										
	FACILITY IMPROVEMENTS:										
	DOWNTOWN GOVERNMENT COMPLEX MISC. EXPENSES	\$1,748,856	\$5,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL FACILITY IMPROVEMENTS	\$1,748,856	\$5,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	CAPITAL EQUIPMENT:										
	CONVENIENCE COPIER/REFRIGERATOR	\$469	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	
	DEFIBRILLATORS (5)	0	0	0	10,000	0	0	0	0	0	
	TOTAL CAPITAL EQUIPMENT	\$469	\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	
	TOTAL ADMINISTRATION	\$1,749,325	\$5,286	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	
201.00	FINANCE DEPARTMENT										
	CAPITAL EQUIPMENT:										
	CAPITAL EQUIPMENT - OFFICE LIGHT/CONVENIENCE COPIER	\$249	\$9,031	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	
	TOTAL CAPITAL EQUIPMENT	\$249	\$9,031	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	
	TOTAL FINANCE DEPARTMENT	\$249	\$9,031	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	
265.00	CITY HALL										
	CAPITAL EQUIPMENT:										
	CAPITAL EQUIPMENT - HVAC UNITS FOR 1ST & 2ND FLOORS	\$0	\$1,533	\$13,725	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL CAPITAL EQUIPMENT	\$0	\$1,533	\$13,725	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL FINANCE DEPARTMENT	\$0	\$1,533	\$13,725	\$0	\$0	\$0	\$0	\$0	\$0	
276.00	CEMETERY										
	FACILITY IMPROVEMENTS:										
	SEAL COATING	\$9,466	\$0	\$0	\$0	\$7,000	\$0	\$7,000	\$0	\$7,000	
	STORAGE/BREAK BUILDING (\$28,000 INSURANCE CLAIM)	0	0	0	55,000	0	0	0	0	0	
	COLUMBARIUM	0	0	0	0	25,000	0	0	0	0	
	PAVING	0	0	0	0	0	60,000	0	60,000	0	
	TOTAL FACILITY IMPROVEMENTS	\$9,466	\$0	\$0	\$55,000	\$32,000	\$60,000	\$7,000			
	CAPITAL EQUIPMENT:										
	LARGE MOWER WITH ATTACHMENTS (NET COST AFTER TRADE)	\$11,500	\$11,340	\$0	\$12,000	\$13,000	\$0	\$14,000	\$0	\$14,000	
	JOHN DEERE GATOR - 6 X 4 DIESEL	0	13,790	0	0	0	0	0	0	0	
	KUBOTA W/PLOW	0	19,990	0	0	0	0	0	0	0	
	SMALL MOWER	0	0	0	0	0	4,000	0	0	0	
	TOTAL CAPITAL EQUIPMENT	\$11,500	\$45,120	\$0	\$12,000	\$13,000	\$4,000	\$14,000	\$0	\$14,000	
	TOTAL CEMETERY	\$20,966	\$45,120	\$0	\$67,000	\$45,000	\$64,000	\$21,000	\$0	\$14,000	

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**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS						PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	
301.00	POLICE DEPARTMENT										1-9
	FACILITY IMPROVEMENTS:										
	NEW POLICE FACILITY	\$2,483,549	\$7,025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL FACILITY IMPROVEMENTS	\$2,483,549	\$7,025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	CAPITAL EQUIPMENT:										
	COMMERCIAL VEHICLE SCALES - 100% FORFEITURE FUNDS	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	EVIDENCE DRYING CABINET	8,800	0	0	0	0	0	0	0	0	
	DIGITAL CAMERAS	0	17,601	0	0	0	0	0	0	0	
	FORENSIC COMPUTER EQUIP - 50% FORFEITURE FUNDS	17,364	0	0	0	0	0	0	0	0	
	TRANSFER JUSTICE ASST GRANT FUNDS TO LENAWEE COUNTY	20,474	0	0	0	0	0	0	0	0	
	TACTICAL EQUIPMENT	32,882	0	0	11,500	0	5,000	15,000	5,000	5,000	
	TASER REPLACEMENT	0	3,036	3,000	0	0	0	0	0	0	
	BODY ARMOR - 50% GRANT FUNDED	0	0	12,000	0	0	0	0	0	0	
	COMPLETE COMMUNICATION REPLACEMENT (HOMELAND SECURITY	0	0	0	0	0	0	0	0	0	
	PATROL CAR AUDIO/VIDEO CAMERAS (1/2 FLEET) -FORFEITURE FUNT	0	0	0	0	10,000	0	0	0	0	
	FORENSIC INVESTIGATIVE EQUIPMENT-50% FORFEITURE FUNDS	0	0	0	0	10,000	10,000	0	10,000	0	
	COMMUNICATION BATTERY CHARGING SYSTEM	0	6,082	0	0	5,000	0	0	0	0	
	CONVENIENCE COPIER/CROSS-CUT SHREDDER	0	0	0	15,000	0	0	0	0	0	
	FIREARMS TRAINING SIMULATOR	0	0	0	0	0	0	0	0	0	
	TOTAL CAPITAL EQUIPMENT	\$84,520	\$26,719	\$15,000	\$26,500	\$25,000	\$15,000	\$15,000	\$15,000	\$5,000	
	TOTAL POLICE DEPARTMENT	\$2,568,069	\$33,744	\$15,000	\$26,500	\$25,000	\$15,000	\$15,000	\$15,000	\$5,000	
336.00	FIRE DEPARTMENT										10-14
	FACILITY IMPROVEMENTS:										
	PARKING LOT	\$0	\$0	\$14,500	\$0	\$0	\$0	\$0	\$0	\$0	
	REPLACE HVAC SYSTEM	0	0	0	0	70,000	0	0	0	0	
	REPLACE OVERHEAD DOORS	0	0	0	0	0	0	0	0	25,000	
	TOTAL FACILITY IMPROVEMENTS	\$0	\$0	\$14,500	\$0	\$70,000	\$0	\$0	\$0	\$25,000	
	CAPITAL EQUIPMENT:										
	DEFIBRILLATORS	\$0	\$0	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	
	FITNESS EQUIPMENT	0	0	25,000	0	0	0	0	0	0	
	FIREFIGHTERS TURNOUT GEAR (90% GRANT)	3,770	0	6,000	62,500	6,000	7,000	7,000	7,000	7,000	
	PHYSIO-CONTROL LAPE PAC 15	0	0	0	30,000	0	0	0	0	0	
	16 SCBA BOTTLES	0	0	0	0	0	16,000	16,000	16,000	0	
	OFFICE FURNITURE	0	0	0	0	0	15,000	0	0	0	
	TOTAL CAPITAL EQUIPMENT	\$3,770	\$0	\$40,000	\$92,500	\$6,000	\$38,000	\$23,000	\$23,000	\$7,000	
	TOTAL FIRE DEPARTMENT	\$3,770	\$0	\$54,500	\$92,500	\$76,000	\$38,000	\$23,000	\$23,000	\$32,000	

CITY OF ADRIAN, MICHIGAN
 FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
 SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE	
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17		FY2017-18
441.00	DEPARTMENT OF PUBLIC WORKS										
	FACILITY IMPROVEMENTS:										
	DPW BUILDINGS - MISC. REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	DPW GARAGE - WINDOW REPLACEMENT	0	0	0	12,000	0	0	0	0	0	
	NEW COLD STORAGE BUILDING	0	0	0	0	100,000	0	0	0	0	
	DPW BUILDINGS - ROOF REPLACEMENT	0	0	0	0	75,000	0	0	0	0	
	TOTAL FACILITY IMPROVEMENTS	\$0	\$0	\$0	\$12,000	\$175,000	\$0	\$0	\$0	\$0	
	CAPITAL EQUIPMENT: FUEL PUMPS	\$15,347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL CAPITAL EQUIPMENT	\$15,347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL DEPARTMENT OF PUBLIC WORKS	\$15,347	\$0	\$0	\$12,000	\$175,000	\$0	\$0	\$0	\$0	

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**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE	
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17		FY2017-18
691.00	RECREATION DEPARTMENT										
	FACILITY IMPROVEMENTS:										
	BOHN POOL - REPLACE WATER HEATERS	\$9,011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	BOHN POOL - REPLACE CONCRETE DECK	5,164	0	0	0	0	0	0	0	0	
	BOHN POOL - REPLACE POOL LINER	67,608	6,726	0	0	0	0	0	0	0	
	BOHN POOL - PATCH PARKING LOT (Reso#r11-147 - Dec 19, 2011)	0	0	0	9,700	0	0	0	0	0	
	BOHN POOL - SEALCOAT AND STRIPE PARKING LOT	0	0	3,200	0	0	0	0	0	0	
	BOHN POOL - RELOCATE PARKING LOT LIGHT	0	0	0	5,500	0	0	0	0	0	
	BOHN POOL - SHADE STRUCTURE 19 X 25	0	0	0	0	0	0	7,000	0	0	
	BOHN POOL - REPLACE SHOWER TOWERS & PIPING BACK TO MAIN	0	0	0	0	0	0	22,000	0	0	
	BOHN POOL - REPLACE MAIN POOL BOILER	0	0	0	0	0	0	70,000	0	0	
	BOHN POOL - REPLACE FILTRATION SYSTEM AND PUMP	0	0	0	0	0	0	230,000	0	0	
	BOHN POOL - ZERO DEPTH ENTRY w/SPRAY FEATURES	0	0	0	0	0	0	465,000	0	0	
	PIOTTER - MISC. IMPROVEMENTS	1,652	0	0	0	0	0	0	0	0	
	PIOTTER - KITCHEN RENOVATION	76,631	0	0	0	0	0	0	0	0	
	PIOTTER - REPAVE SHARED PARKING LOT W/ST. MARY'S (33%)	0	0	12,500	0	0	0	0	0	0	
	PIOTTER - REPLACE FACIA AND SOFFIT UNDER EAVES	0	0	0	9,400	0	0	0	0	0	
	PIOTTER - REPLACE TILE FLOOR IN ROOM 2	0	0	0	5,000	0	0	0	0	0	
	PIOTTER - REPLACE CARPET IN ROOMS 4 & 5	0	0	0	6,000	0	0	0	0	0	
	PIOTTER - SAND, REPAINT AND SEAL GYM FLOOR	0	0	0	0	7,500	0	0	0	0	
	PIOTTER - REPLACE BOILER BURNERS	0	0	0	0	5,000	0	0	0	0	
	PIOTTER - REPLACE CARPET IN ROOM 3 AND LOUNGE	0	0	0	0	5,600	0	0	0	0	
	PIOTTER - REPLACE CEILING TILES IN MAIN HALL	0	0	0	0	0	26,400	0	0	0	
	PIOTTER - REPLACE TILE FLOOR IN ROOM 1	0	0	0	0	0	0	5,000	0	0	
	PIOTTER - INSTALL GYM EXHAUST FAN	0	0	0	0	0	0	14,500	0	0	
	PIOTTER - REPLACE TILE FLOOR IN CAFETERIA & MAIN HALL	0	0	0	0	0	0	0	21,000	0	
	PIOTTER - REPLACE LIGHTING IN GYM	0	0	0	0	0	0	0	40,000	0	
	PIOTTER - REPLACE SECTION OF ROOF MEMBRANE	0	0	0	0	0	0	0	0	35,000	
	HERITAGE PARK - REBUILD INFIELD #3	0	0	0	6,000	0	0	0	0	0	
	HERITAGE PARK - REBUILD INFIELD #4	6	0	0	0	6,000	0	0	0	0	
	HERITAGE PARK - 6' SIDELINE FENCING #1	0	0	0	0	0	6,500	0	0	0	
	HERITAGE PARK - 6' SIDELINE FENCING #3	0	0	0	0	0	0	6,500	0	0	
	HERITAGE PARK - 6' SIDELINE FENCING #4	0	0	0	0	0	0	0	6,500	0	
	BASEBALL FIELD IMPROVEMENTS (Reso#R11-147-Dec 19, 2011)	9,030	0	4,000	6,000	6,000	0	6,000	6,000	6,000	
	REBUILD HERITAGE INFIELD #2	0	0	0	0	0	0	0	0	0	
	RIVERSIDE BASEBALL FIELD FENCING	0	0	0	0	0	20,000	0	0	0	
	TOTAL FACILITY IMPROVEMENTS	\$169,102	\$6,726	\$19,700	\$47,600	\$30,100	\$52,900	\$826,000	\$73,500	\$41,000	
	CAPITAL EQUIPMENT:										
	RECREATION / POOL / EQUIPMENT (Reso#R11-147-Dec 19, 2011)	\$9,667	\$3,739	\$5,507	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	
	SKATE PARK - REPLACE RAMP	0	0	0	10,000	0	0	15,000	0	0	
	TOTAL CAPITAL EQUIPMENT	\$9,667	\$3,739	\$5,507	\$17,000	\$7,000	\$7,000	\$22,000	\$7,000	\$7,000	
	TOTAL PARKS & RECREATION	\$178,769	\$10,465	\$25,207	\$64,600	\$37,100	\$59,900	\$848,000	\$80,500	\$48,000	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS						PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	
697.00	PARKS AND FORESTRY DEPARTMENT										86-97
	FACILITY IMPROVEMENTS:										
	CONCRETE WORK - VARIOUS PARKS	\$0	\$0	\$0	\$9,500	\$0	\$0	\$15,000	\$0	\$0	
	PLAYGROUND SURFACING - VARIOUS PARKS	0	0	0	7,000	0	0	0	0	0	
	ROOF REPLACEMENTS - VARIOUS PARKS	0	0	0	0	10,000	0	0	0	10,000	
	K TRAIL - MAINTENANCE (GADY BRIDGE to OCCIDENTAL 6375 LF)	0	0	0	75,000	75,000	0	0	0	0	
	KIWANIS TRAIL - MAINTENANCE (CRACK FILL/SEAL COST)	0	0	0	0	0	8,000	0	0	8,000	
	HERITAGE PARK-WELL REPLACEMENT (See Heritage Park Below)	0	0	0	0	0	0	0	0	0	
	HERITAGE PARK- DOG PARK	0	0	0	5,000	0	0	0	0	0	
	HERITAGE PARK- SOFTBALL IRRIGATION	0	0	0	0	0	0	46,000	20,000	0	
	HERITAGE PARK-MAINT. OF PARKING LOTS & RDS	0	0	0	0	56,000	86,000	0	0	0	
	HERITAGE PARK-SOCCER COMPLEX (RESTROOM)	0	0	0	0	0	0	0	50,000	0	
	RIVERSIDE PARK-MAINT. OF PARKING LOTS & RDS	0	0	36,500	24,000	0	0	6,000	0	0	
	RIVERSIDE PARK-RESTROOM	0	0	0	0	0	85,000	0	0	0	
	ISLAND PARK - MAINT. PARKING LOTS/ROADS	0	0	0	11,000	0	0	65,000	0	0	
	ISLAND PARK-MAPLE SHELTER REPLACEMENT (30X52)	0	34,030	0	0	0	0	0	0	0	
	ISLAND PARK - BLEACHER DEMOLITION	0	0	0	0	0	30,000	30,000	0	0	
	ISLAND PARK - ADDITIONAL PARKING	0	0	0	0	32,500	0	0	0	54,500	
	ISLAND PARK - UTILITY REPLACEMENTS	0	0	0	0	0	0	0	100,000	150,000	
	P & F FACILITY PURCHASE & RENOVATION (381 MILES DRIVE)	1,594,366	1,423	0	0	0	0	0	0	0	
	TOTAL FACILITY IMPROVEMENTS	\$1,594,366	\$35,453	\$36,500	\$131,500	\$173,500	\$209,000	\$162,000	\$170,000	\$222,500	
	CAPITAL EQUIPMENT:										
	MOWER REPLACEMENT W/TRADE	\$9,075	\$0	\$0	\$0	\$14,000	\$0	\$15,000	\$0	\$15,000	
	PARK-MAINTENANCE CART REPLACEMENT	0	0	0	0	20,000	0	0	0	0	
	ERIE PARK-PLAYGROUND EQUIPMENT	0	0	0	35,000	0	0	0	0	0	
	DUNLAP PARK - PLAYGROUND EQUIPMENT	0	0	0	0	0	50,000	0	0	0	
	RIVERSIDE PARK - PLAYGROUND EQUIPMENT	0	0	0	0	0	0	0	60,000	0	
	TOM CAT LIFT	0	1,533	0	0	0	0	0	0	0	
	TOTAL CAPITAL EQUIPMENT	\$9,075	\$1,533	\$0	\$35,000	\$34,000	\$50,000	\$15,000	\$60,000	\$15,000	
	TOTAL PARKS & FORESTRY DEPARTMENT	\$1,603,441	\$36,986	\$36,500	\$166,500	\$207,500	\$259,000	\$177,000	\$230,000	\$237,500	
698.00	HERITAGE PARK										
	FACILITY IMPROVEMENTS:										
	EMERGENCY WELL DRILLING (Reso# R11-147 - Dec 19, 2011)	\$0	\$0	\$18,693	\$0	\$0	\$0	\$15,000	\$0	\$0	
	TOTAL FACILITY IMPROVEMENTS	\$0	\$0	\$18,693	\$0	\$0	\$0	\$15,000	\$0	\$0	
	TOTAL HERITAGE PARK	\$0	\$0	\$18,693	\$0	\$0	\$0	\$15,000	\$0	\$0	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS						PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	
738.00	ADRIAN PUBLIC LIBRARY										110-119
	FACILITY IMPROVEMENTS:										
	APL- MISC. FACILITIES IMPROVEMENTS	\$637,045	\$54,539	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	BROAD BAND CONNECTION (COMPUTER CENTER GRANT)	0	0	25,000	0	0	0	0	0	0	
	SEWAGE LINE REPLACEMENT/CHIMNEY SEAL	0	0	0	5,000	5,000	0	0	0	0	
	MAIN FLOOR LIGHTING - REPLACEMENT (HONEYWELL CONTRACT)	0	0	0	155,000	0	0	0	0	0	
	YOUTH FLOOR DATA/ELECTRICAL (80% GRANT FUNDED)	0	0	0	5,000	0	0	0	0	0	
	MAIN FLOOR BATHROOMS - PLUMBING/FURNISHINGS	0	0	0	0	8,000	0	0	0	0	
	TWEEN AREA	0	0	0	0	9,000	0	0	0	0	
	NORTH HALLWAY FLOORING	0	0	0	0	3,500	0	0	0	0	
	FLOORING WORKROOM - MAIN FLOOR	0	0	0	0	0	9,000	0	0	0	
	YOUTH FLOOR LIGHTING (HONEYWELL CONTRACT)	0	0	0	0	0	65,000	0	0	0	
	BOILER REPLACEMENT/INSTALL OLD CITY HALL UNITS	0	0	0	0	0	15,000	0	0	0	
	ROOF REPLACEMENT	0	0	0	0	0	0	80,000	0	0	
	ROOF EXHAUST FANS REPLACEMENT	0	0	0	0	0	0	13,000	0	0	
	FLOORING WORKROOM BASEMENT	0	0	0	0	0	0	0	6,000	0	
	BASEMENT LIGHTING (HONEYWELL CONTRACT)	0	0	0	0	0	0	0	25,000	0	
	YOUTH BATHROOMS	0	0	0	0	0	0	0	7,000	0	
	FLOORING - MAIN FLOOR	0	0	0	0	0	0	0	0	28,000	
	TOTAL FACILITY IMPROVEMENTS	\$637,045	\$54,539	\$25,000	\$165,000	\$25,500	\$89,000	\$93,000	\$38,000	\$28,000	
	CAPITAL EQUIPMENT:										
	TOM CAT LIFT (Cost Shared w/Parks & Rec and City Hall)	\$0	\$6,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	PUBLIC ART (GRANT FUNDED)	0	0	5,000	5,000	5,000	0	0	0	0	
	MEETING ROOM TECHNOLOGY/AV/ART DISPLAY (GRANT FUNDED)	0	0	0	5,000	0	0	0	0	0	
	CONVENIENCE COPIER - STAFF	0	0	10,000	0	0	0	0	12,000	0	
	STATUE - MEMORIAL (PRIVATE DONATION)	0	0	0	0	10,000	0	0	0	0	
	COMPUTER CHAIRS - PUBLIC	0	0	0	0	6,000	0	0	0	0	
	CONVENIENCE COPIER - PUBLIC	0	0	0	0	0	10,000	0	0	0	
	FURNITURE - STAFF	0	0	0	0	0	8,000	0	0	0	
	SHELVING	0	0	0	0	0	0	0	5,000	5,000	
	DRINKING FOUNTAIN - YOUTH	0	0	0	0	0	0	0	0	5,000	
	HEATING CIRCULATING PUMP REPLACEMENT	0	0	0	0	0	0	0	0	5,000	
	TOTAL CAPITAL EQUIPMENT	\$0	\$6,610	\$15,000	\$10,000	\$21,000	\$18,000	\$0	\$17,000	\$15,000	
	TOTAL ADRIAN PUBLIC LIBRARY	\$637,045	\$61,149	\$40,000	\$175,000	\$46,500	\$107,000	\$93,000	\$55,000	\$43,000	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE	
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17		FY2017-18
836.00	OTHER PROJECTS										
	FACILITY IMPROVEMENTS:										
	DOWNTOWN DEVELOPMENT PROJECT	\$585,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	MARVIN PROPERTY DEBT RETIREMENT	543,322	0	0	0	0	0	0	0	0	
	TAXI CAB BUILDING DEBT RETIREMENT	111,872	0	0	0	0	0	0	0	0	
	DENNIS STREET PROPERTY AND ADRIAN TRAINING SCHOOL	0	9,028	0	0	0	0	0	0	0	
	TOTAL FACILITY IMPROVEMENTS	\$1,241,034	\$9,028	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	CAPITAL EQUIPMENT:										
	TOTAL CAPITAL EQUIPMENT	\$50,615	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL OTHER PROJECTS	\$1,291,649	\$9,028	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
101	TOTAL GENERAL FUND	\$8,068,630	\$210,809	\$189,900	\$614,100	\$622,100	\$552,900	\$1,192,000	\$403,500	\$379,500	
	GENERAL FUND SOURCES OF FUNDS:										
	GENERAL PROPERTY TAX (ONE MILL)	\$453,524	\$72,319	\$80,500	\$395,517	\$384,407	\$389,215	\$386,624	\$395,889	\$405,390	
	NOTE/ BOND PROCEEDS	7,005,378	0	0	0	0	0	0	0	0	
	LESS: GENERAL OBLIGATION DEBT RETIREMENT	(4,035,440)	0	0	0	0	0	0	0	0	
	GRANTS	91,479	88,916	66,400	70,250	5,400	6,300	6,300	6,300	6,300	
	DRUG-FORFEITURE FUNDS	5,000	2,215	12,000	0	15,000	5,000	0	5,000	0	
	PRIVATE DONATIONS-LIBRARY	38,749	28,879	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
	PRIVATE DONATIONS-PARKS	62,680	12,500	25,000	12,500	12,500	12,500	12,500	12,500	12,500	
	PRIVATE DONATIONS-POLICE	0	5,542	17,000	5,000	5,000	5,000	5,000	5,000	5,000	
	PUBLIC CONTRIBUTIONS - PARKS	27,500	0	14,175	0	0	0	0	0	0	
	HONEYWELL CONTRACT	0	0	0	155,000	0	65,000	0	25,000	0	
	INSURANCE CLAIMS	0	0	0	28,000	0	0	0	0	0	
	SALE OF ASSETS	13,218	438	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
	GENERAL FUND - PRIOR YEAR SURPLUS	2,250,000	0	0	0	0	0	0	0	0	
	CAPITAL IMPROVEMENT PROGRAM - PRIOR YEAR SURPLUS	0	0	0	41,175	109,342	0	0	0	62,189	
	ALTERNATIVE FUNDING SOURCES	2,156,542	0	0	0	74,451	53,885	765,576	0	0	
	TOTAL SOURCES OF FUNDS	\$8,068,630	\$210,809	\$231,075	\$723,442	\$622,100	\$552,900	\$1,192,000	\$465,689	\$507,379	
	CIP CARRY-FORWARD - GAIN/(LOSS)	\$0	\$0	\$41,175	\$109,342	\$0	\$0	\$0	\$62,189	\$127,879	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT. 202	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS						PAGE REFERENCE 45-59
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	
	MAJOR STREET FUND										
	DIVISION ST. - REHAB ENGINEERING	\$7,536	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TWO-WAY STREET CONVERSION - DESIGN ENGINEERING	41,300	0	0	0	0	0	0	0	0	0
	ELM - TOLEDO TO MAPLE	25,225	0	0	0	0	0	0	0	0	0
	MCKENZIE STREET - MAPLE TO MAUMEE	7,200	5,549	0	0	0	0	0	0	0	0
	BENT OAK AVE. - ENGINEERING	0	98,599	0	0	0	0	0	0	0	0
	LOGAN STREET - DIVISION TO CENTER	0	168,410	0	0	0	0	0	0	0	0
	BENT OAK AVENUE - RIVERSIDE TO CITY LIMITS (\$357,000 GRANT)	0	0	450,000	0	0	0	0	0	0	0
	BEECHER STREET - TREAT TO CITY LIMITS (TEDF GRANT \$375,000)	0	26,417	117,000	0	0	0	0	0	0	0
	BEECHER STREET - DIVISION TO TREAT	0	0	0	25,000	0	0	0	0	0	0
	MCKENZIE STREET - MICHIGAN TO MAUMEE	0	0	0	15,000	0	0	0	0	0	0
	ELM STREET - SIENA HEIGHTS TO OAKWOOD	0	0	0	136,111	0	0	0	0	0	0
	N. WINTER STREET - FRONT TO MAPLE	0	0	0	37,500	0	0	0	0	0	0
	WASHBURN STREET - MAIN TO WINTER	0	0	0	20,700	0	0	0	0	0	0
	METCALF STREET - MAIN TO WINTER	0	0	0	0	94,400	0	0	0	0	0
	DAWES STREET - WINTER TO DIVISION	0	0	0	0	94,400	0	0	0	0	0
	BEECHER STREET - DIVISION TO MAIN	0	0	0	0	23,000	0	0	0	0	0
	OAKWOOD AVENUE - SIENA HEIGHTS TO ELM	0	0	0	0	24,000	0	0	0	0	0
	DIVISION STREET - DAWES TO PARKVIEW (\$375,000 GRANT)	0	0	0	0	0	565,000	0	0	0	0
	TECUMSEH ST. - CHURCH TO MICHIGAN	0	0	0	0	0	113,800	0	0	0	0
	MAUMEE STREET - COLLEGE TO WINTER	0	0	0	0	0	9,000	0	0	0	0
	BURR STREET - MCKENZIE TO SCOTT	0	0	0	0	0	18,000	0	0	0	0
	SIENA HEIGHTS DRIVE - ADDISON TO HOWELL	0	0	0	0	0	16,000	0	0	0	0
	MCKENZIE STREET - MAUMEE TO MICHIGAN	0	0	0	0	0	0	152,900	0	0	0
	TOLEDO STREET - MAIN TO BROAD	0	0	0	0	0	0	48,500	0	0	0
	MCKENZIE STREET - BURR TO MICHIGAN	0	0	0	0	0	0	39,000	0	0	0
	DIVISION STREET - CHURCH TO RAILROAD CROSSING	0	0	0	0	0	0	0	157,900	0	0
	SIENA HEIGHTS DRIVE - ADDISON TO LOCUST	0	0	0	0	0	0	0	15,000	0	0
	MAUMEE STREET - WINTER TO BROAD	0	0	0	0	0	0	0	21,000	0	0
	DIVISION STREET - RAILROAD CROSSIN TO BEECHER	0	0	0	0	0	0	0	0	114,000	0
	SPRINGBROOK AVENUE - MAPLE TO RIVERSIDE	0	0	0	0	0	0	0	0	246,600	0
	MCKENZIE STREET - MAPLE TO MAUMEE	0	0	0	0	0	0	0	0	13,000	0
	MAIN STREET - FRONT TO CHURCH	0	0	0	0	0	0	0	0	26,000	0
	NON-MOTORIZED TRANSPORTATION	19,212	0	0	0	0	0	0	0	0	0
	CONTRIBUTION TO LOCAL STREET FUND	150,000	100,000	100,000	0	0	0	0	0	0	0
	CONTRIBUTION TO VIBRANT CITY FUND	120,000	0	0	0	0	0	0	0	0	0
	TOTAL MAJOR STREET FUND	\$370,473	\$398,975	\$667,000	\$234,311	\$235,800	\$721,800	\$240,400	\$193,900	\$399,600	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS						PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	
203	LOCAL STREET FUND										45-59
	E. SUMMIT STREET - WINTER TO DIVISION	\$137,404	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	COLLEGE PARK SUBDIVISION	2,410	0	0	0	0	0	0	0	0	
	W. SUMMIT - MAIN TO WINTER	156,568	52,772	0	0	0	0	0	0	0	
	MULBERRY - ORMSBY TO ELM	39,951	14,833	0	0	0	0	0	0	0	
	W. HUNT STREET - MAIN TO TRESTLE PARK	0	112,645	0	0	0	0	0	0	0	
	OREGON ROAD - MAPLE TO WESTWOOD	0	119,738	0	0	0	0	0	0	0	
	HAWTHORNE ROAD - OREGON TO TRENTON	0	18,826	0	0	0	0	0	0	0	
	WESTWOOD ROAD - MAPLE TO MAPLE	0	99,169	0	0	0	0	0	0	0	
	FRANK - DIVISION TO LOCUST	0	0	44,093	0	0	0	0	0	0	
	SEELEY - LOCUST TO DEAD END	0	0	112,604	0	0	0	0	0	0	
	TRENTON ROAD - OREGON TO AUBORNE	0	0	121,454	0	0	0	0	0	0	
	ERIE STREET - DIVISION TO LOCUST	0	0	0	44,100	0	0	0	0	0	
	AUBORNE STREET - TRENTON TO SCOTT	0	0	0	59,800	0	0	0	0	0	
	HUNTINGTON - FULL EXTENT	0	0	0	12,100	0	0	0	0	0	
	CROSWELL STREET - BRISTOL TO DEAD END	0	0	0	110,000	0	0	0	0	0	
	MARTINEZ STREET - CROSWELL TO DEAD END	0	0	0	49,000	0	0	0	0	0	
	MICHIGAN AVENUE - MADISON TO SCOTT	0	0	0	22,000	0	0	0	0	0	
	HAAN STREET - BEECHER TO MULZER	0	0	0	0	76,700	0	0	0	0	
	GLENDALE ROAD - AUBORNE TO OREGON	0	0	0	0	42,700	0	0	0	0	
	MULZER STREET - HAAN TO DIVISION	0	0	0	0	41,100	0	0	0	0	
	ERIE STREET - LOCUST TO CENTER	0	0	0	0	37,900	0	0	0	0	
	SPRINGBROOK AVENUE - RIVER TO MAPLE	0	0	0	0	28,400	0	0	0	0	
	CATON AVENUE - SOUTH TO BAKER	0	0	0	0	38,500	0	0	0	0	
	CATON AVENUE - BEECHER TO SUMMIT	0	0	0	0	31,600	0	0	0	0	
	MICHIGAN AVENUE - MCKENZIE TO SCOTT	0	0	0	0	20,600	0	0	0	0	
	FRENCH STREET - TREAT TO BEECHER	0	0	0	0	0	82,300	0	0	0	
	TABOR STREET - TREAT TO BEECHER	0	0	0	0	0	82,300	0	0	0	
	SCOTT STREET - MAUMEE TO MICHIGAN	0	0	0	0	0	56,800	0	0	0	
	HUNT STREET - MAIN TO BROAD	0	0	0	0	0	10,000	0	0	0	
	CHESNUT STREET - MAIN TO BROAD	0	0	0	0	0	10,000	0	0	0	
	BALLENBERGER ROAD - EXTENTS	0	0	0	0	0	0	162,700	0	0	
	HOCH AVENUE - SOUTH TO BAKER	0	0	0	0	0	0	38,500	0	0	
	HOWELL AVENUE - SOUTH TO BAKER	0	0	0	0	0	0	38,500	0	0	
	CROSS STREET - MAIN TO WINTER	0	0	0	0	0	0	52,100	0	0	
	BRISTOL STREET - MAIN TO BROAD	0	0	0	0	0	0	10,000	0	0	
	SEELEY STREET - MAIN TO BROAD	0	0	0	0	0	0	10,000	0	0	
	CHERRY STREET - RIVER TO MAPLE	0	0	0	0	0	0	0	91,000	0	
	PARK STREET - MAUMEE TO MICHIGAN	0	0	0	0	0	0	0	93,600	0	
	WOODFIELD - SCOTT TO DEAD END	0	0	0	0	0	0	0	27,300	0	
	S. SCOTT STREET - MICHIGAN TO COLLEGE	0	0	0	0	0	0	0	41,000	0	
	ODEN WAY - LINCOLN TO VINE	0	0	0	0	0	0	0	8,000	0	
	PETOSKY - FULL EXTENT	0	0	0	0	0	0	0	7,000	0	
	ROLLING MEADOWS - FULL EXTENT	0	0	0	0	0	0	0	25,000	0	
	SUMMER STREET - RIVER TO MAPLE	0	0	0	0	0	0	0	0	75,400	
	VINE STREET - MADISON TO MCKENZIE	0	0	0	0	0	0	0	0	162,800	
	COMPANY STREET - GREENLY TO MCKENZIE	0	0	0	0	0	0	0	0	99,500	
	BUTLER STREET - DEAN TO ELM	0	0	0	0	0	0	0	0	25,000	
	BRISTOL STREET - DEAN TO FINCH	0	0	0	0	0	0	0	0	11,000	
	ALLEY REHABILITATION	65,516	46,488	50,000	50,000	10,000	0	0	0	0	
	SIDEWALKS	8,259	49,376	0	0	0	0	0	0	0	

CITY OF ADRIAN, MICHIGAN
 FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
 SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR

DEPT.	DESCRIPTION	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	REQUESTS			PAGE REFERENCE	
		ACTUAL*	ACTUAL*	BUDGET			FY2014-15	FY2015-16	FY2016-17		FY2017-18
	TOTAL LOCAL STREET FUND	\$410,108	\$513,847	\$328,151	\$347,000	\$327,500	\$241,400	\$311,800	\$292,900	\$373,700	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
205	HARIETT KIMBALL FEE ESTATE FUND									98-109
	FACILITY IMPROVEMENTS:									
	ISLAND PARK BRIDGE	\$655	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	EROSION CONTROL PROJECT	3,000	0	0	0	0	0	0	0	0
	IRRIGATION WORK	0	1,857	0	0	15,000	0	0	0	15,000
	HOLIDAY DECORATIONS/LIGHTS	0	0	0	0	0	20,000	0	0	35,000
	CONCRETE WORK - VARIOUS PARKS	0	0	0	0	20,000	0	0	20,000	0
	COMSTOCK WALL REPLACEMENT(460LF)	0	0	30,000	500,000	0	0	0	0	0
	COMSTOCK FOUNTAIN RENOVATION	0	0	0	0	0	0	50,000	0	0
	ISLAND PARK-LIGHTING	0	0	0	0	0	0	0	60,000	0
	ISLAND PARK-PERIMETER TRAIL 4000LF	0	0	0	0	0	0	0	0	77,000
	TRESTLE PARK/TRAIL-DECKING/TIE WALL REPLCMENT	0	0	23,000	0	0	0	0	0	0
	TRESTLE PARK - PARKING LOT REPLACEMENT	0	0	0	0	0	55,000	0	0	0
	TRESTLE PARK - LANDSCAPING	0	0	0	35,000	0	0	0	0	0
	KIWANIS TRAIL-MAPLE/RACE BRIDGE WORK	0	0	0	9,000	0	0	0	0	0
	KIWANIS TRAIL-SEAL COAT AND CRACK FILL	0	0	0	8,000	0	0	0	0	10,000
	BRIDGE REPAIR - SPRING/MICHIGAN	0	0	0	0	0	0	0	0	12,000
	WEST MAUMEE TRAILHEAD	0	0	40,000	0	0	150,000	0	0	0
	WEST PARK DESIGN & RENOVATION	0	0	0	0	175,000	0	0	0	0
	MCFARLAND DESIGN & RENOVATION	0	0	0	0	0	0	75,000	0	0
	BURR PONDS RESTROOM/SHELTER REPLACEMENT	0	0	0	0	0	0	0	100,000	0
	BURR PONDS TRAIL MAINTENANCE	0	0	0	0	0	0	10,000	0	0
	PARKING LOT FUND	0	0	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	PUBLIC ART	0	0	7,000	5,000	5,000	5,000	5,000	5,000	5,000
	BENT OAK SPECIAL ASSESSMENT	0	0	11,000	0	0	0	0	0	0
	TOTAL FACILITY IMPROVEMENTS	\$3,655	\$1,857	\$136,000	\$582,000	\$240,000	\$255,000	\$165,000	\$210,000	\$179,000
	CAPITAL EQUIPMENT:									
	KIBOTA RTV	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SITE FURNISHINGS-T-CANS, BENCHES, TABLES, HYDRNATS & PLANT	0	0	0	10,000	0	0	10,000	0	0
	ZTR MOWER, CAB, BROOM W/TRADE	0	0	14,000	0	0	0	0	0	0
	ZTR MOWER W/TRADE	0	0	0	0	0	14,000	0	15,000	0
	DOWNTOWN PLANTERS AND BASKETS	0	0	0	0	20,000	0	0	0	0
	TOTAL CAPITAL EQUIPMENT	\$15,000	\$0	\$14,000	\$10,000	\$20,000	\$14,000	\$10,000	\$15,000	\$0
	TOTAL FEE ESTATE	\$18,655	\$1,857	\$150,000	\$592,000	\$260,000	\$269,000	\$175,000	\$225,000	\$179,000
275	COMMUNITY DEVELOPMENT FUND									
	FACILITY IMPROVEMENTS:									
	FAÇADE PROGRAM	\$0	\$104,299	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL COMMUNITY DEVELOPMENT FUND	\$0	\$104,299	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
280	DOWNTOWN DEVELOPMENT AUTHORITY - 2 MILL FUND									
	FACILITY IMPROVEMENTS:									
	FAÇADE PROGRAM	\$2,688	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL DOWNTOWN DEVELOPMENT AUTHORITY	\$2,688	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
281	DDA - TIF FUND									
	FACILITY IMPROVEMENTS:									
	FAÇADE PROGRAM	\$19,478	\$82,506	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	BUILDING LOAN FUND PROGRAM	0	0	0	50,000	50,000	50,000	50,000	50,000	50,000
	BUILDING REPAIR FUND PROGRAM	0	0	0	50,000	50,000	50,000	50,000	50,000	50,000
	FAÇADE LOAN RPOGRAM	0	0	0	3,000	0	0	0	0	0
	TOTAL DDA - TIF	\$19,478	\$82,506	\$0	\$153,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
283	VIBRANT SMALL CITIES IMPROVEMENT GRANT									
	TWO-WAY TRAFFIC CIRCULTAION	\$1,380,669	\$2,467	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	FAÇADE ENHANCEMENT	338,628	800	0	0	0	0	0	0	0
	BLIGHT ACQUISITION AND REMOVAL	31,890	55,596	0	0	0	0	0	0	0
	TOTAL VIBRANT SMALL CITIES IMPROVEMENT GRANT	\$1,751,187	\$58,863	\$0	\$0	\$0	\$0	\$0	\$0	\$0
496	CAPITAL PROJECTS FUND - WATER PROJECTS									120-163
	METER READING & MAINTENANCE:									
	RF FOR LARGE METERS	\$0	\$14,810	\$10,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
	METER REPLACEMENT	0	44,364	20,000	50,000	50,000	50,000	50,000	50,000	50,000
	PIT METER READERS	0	0	5,000	0	0	0	0	0	0
	METER READING EQUIP & SOFTWARE	0	0	0	0	10,000	0	0	0	0
	TOTAL METER READING & MAINTENANCE	\$0	\$59,174	\$35,000	\$70,000	\$80,000	\$70,000	\$70,000	\$70,000	\$70,000
	MISCELLANEOUS:									
	OAKWOOD FACILITY	\$0	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	MERRICK STREET FACILITY	0	0	10,000	0	0	0	0	0	0
	TOTAL MISCELLANEOUS	\$0	\$0	\$15,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	WATER TREATMENT PLANT CAPITAL EQUIPMENT:									
	UNSCHEDULED EQUIPMENT REPLACEMENT	\$0	\$16,522	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
	BOILER REPLACEMENT	0	13,500	0	0	0	0	0	0	0
	LIME DUST COLLECTION SYSTEM	0	0	60,000	0	0	0	0	0	0
	VALVE/ACTUATOR REPLACEMENT	0	0	0	15,000	5,000	10,000	5,000	5,000	5,000
	LAWNMOWER REPLACEMENT	0	0	0	0	15,000	0	0	0	0
	PICK-UP REPLACEMENT	0	0	0	0	25,000	0	25,000	0	0
	LIME SLAKER REPLACEMENT	0	0	0	0	0	0	0	25,000	25,000
	WSPS PUMP REBUILD	0	0	0	5,000	5,000	0	0	0	0
	REBUILD HIGH SERVICE PUMP	0	0	0	0	0	15,000	15,000	15,000	0
	REBUILD CLARIFIER DRIVES	0	0	0	0	25,000	25,000	0	0	0
	MISC. TOOL REPLACEMENT	2,649	3,158	3,000	3,000	3,000	3,000	3,000	3,000	3,000
	SAFETY EQUIPMENT	1,475	0	3,000	3,000	3,000	3,000	3,000	3,000	3,000
	LAB EQUIPMENT REPLACEMENT	0	0	3,000	3,000	3,000	3,000	3,000	3,000	3,000
	WELL MAINTENANCE	0	0	0	0	0	0	0	10,000	10,000
	WESTSIDE WELLFIELD GENERATOR	0	0	0	60,000	0	0	0	0	0
	TOTAL WATER TREATMENT PLANT	\$4,124	\$33,180	\$79,000	\$104,000	\$99,000	\$74,000	\$69,000	\$79,000	\$64,000

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
WATER TREATMENT PLANT CAPITAL IMPROVEMENTS:										
	MISC. BUILDING REPAIRS	\$4,076	\$8,575	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	SERVICE DRIVE PAVING	55,069	0	0	0	0	0	0	0	0
	SECURITY PERIMETER FENCING	5,561	0	0	0	0	0	0	0	0
	INTAKE CONCRETE REPAIR	0	2,365	0	0	0	0	0	0	0
	SEWER VAULT CONCRETE REPAIR	0	2,749	0	0	0	0	0	0	0
	BENT OAK SPECIAL ASSESSMENT	0	0	32,000	0	0	0	0	0	0
	BEECHER ELEVATED TANK EXTERIOR PAINTING	0	0	125,000	150,000	0	0	0	0	0
	FAIRGROUNDS ELEVATED TANK INTERIOR PAINTING	0	0	0	0	0	0	0	0	175,000
	WINDOW/DOOR REPLACEMENT	0	0	0	20,000	20,000	0	0	0	0
	ELEVATED TANK MAINTENANCE	0	0	0	0	35,000	35,000	35,000	35,000	35,000
	INSTRUMENTATION AND CONTROL	0	0	0	5,000	5,000	5,000	5,000	5,000	5,000
	CLARIFIER ROOF REPLACEMENT	0	0	0	0	0	25,000	0	0	0
	CLARIFIER PAINTING	0	0	0	0	25,000	25,000	0	0	0
	WSPS TANK REPAIR	0	0	0	0	15,000	0	0	0	0
	WATER TREATMENT PLANT CAP IMPRVMENTS	\$64,706	\$13,689	\$162,000	\$185,000	\$110,000	\$100,000	\$50,000	\$50,000	\$225,000
WATER DISTRIBUTION - CAPITAL EQUIPMENT:										
	PICKUP TRUCK - SUPERINTENDENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0
	PICKUP TRUCK - FOREMAN	0	0	0	30,000	0	0	0	0	0
	ONE-TON DUMP TRUCK W/PLOW	0	0	0	0	38,000	0	0	0	0
	BACKHOE	0	0	0	0	45,000	0	0	0	0
	AIR COMPRESSOR	0	0	0	0	0	0	0	0	50,000
	UTILITY TRAILER	0	0	0	0	0	0	4,500	0	0
	VACTOR	0	0	0	0	0	150,000	0	0	0
	SAFETY EQUIPMENT	0	0	3,000	5,000	5,000	5,000	5,000	5,000	5,000
	TOTAL WATER DISTRB. - CAP EQUIP	\$0	\$0	\$3,000	\$35,000	\$88,000	\$155,000	\$9,500	\$20,000	\$55,000
WATER DISTRIBUTION - CAPITAL IMPROVEMENTS:										
	SMALL WATER MAIN CONSTRUCTION	\$0	\$0	\$20,000	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	DAWES STREET WATER MAIN	0	0	0	70,000	0	0	0	0	0
	FINCH STREET WATER MAIN (MAPLE TO BUTLER)	0	0	0	50,000	50,000	0	0	0	0
	HYDRANT ADDITIONS	0	0	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	SERVICE LINE RENEWALS	0	0	10,000	20,000	20,000	20,000	20,000	20,000	20,000
	TOTAL WATER DISTRB. - CAP IMPRVMENTS	\$0	\$0	\$35,000	\$145,000	\$125,000	\$75,000	\$75,000	\$75,000	\$75,000
	TOTAL CAPITAL PROJECTS FUND - WATER	\$68,830	\$106,043	\$329,000	\$544,000	\$507,000	\$479,000	\$278,500	\$299,000	\$494,000

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT. 497	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE 120-163
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
CAPITAL PROJECTS FUND - SEWER PROJECTS										
WASTEWATER PLANT - CAPITAL IMPROVEMENTS:										
	MISC. STRUCTURAL REPAIRS	\$0	\$0	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
	PAINTING OF STRUCTURAL COMPONENTS	0	10,428	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	DIGESTER CLEANING	0	0	20,000	20,000	20,000	20,000	0	0	0
	PLANT/BROAD STREET HVAC	0	0	0	30,000	30,000	30,000	0	0	0
	INSTRUMENTATION, COM & CNTRLS	0	3,362	5,000	5,000	5,000	5,000	7,000	7,000	5,000
	DOOR REPLACEMENTS	0	0	0	0	25,000	30,000	0	0	0
	PLANT HANDRAIL REPLACEMENTS	0	0	0	0	0	0	15,000	15,000	15,000
	MAINTENANCE SOFTWARE	0	0	0	10,000	0	0	0	0	0
	TOTAL WASTEWATER CAP IMPVMTS	\$0	\$13,790	\$45,000	\$90,000	\$105,000	\$110,000	\$47,000	\$47,000	\$45,000
WASTEWATER PLANT - CAPITAL EQUIPMENT:										
	TRACTOR REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0
	LAWN MOWER REPLACEMENT	0	0	0	0	10,000	15,000	0	0	0
	PICKUP TRUCK REPLACEMENT	0	0	0	35,000	0	0	0	35,000	0
	GRIT WASHER REPLACEMENT	0	0	0	0	80,000	0	0	0	0
	REPLACE MAJOR LAB EQUIPMENT	0	3,497	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	UNSCHEDULED EQUIPMENT MAINTENANCE	1,594	8,146	10,000	10,000	15,000	15,000	15,000	15,000	15,000
	NEW HEAD WORKS SCREEN	0	0	0	0	0	0	100,000	0	0
	DUMP TRUCK REPLACEMENT	0	0	0	0	35,000	0	0	0	0
	VALVE REPLACEMENT	0	8,580	10,000	15,000	15,000	15,000	15,000	15,000	15,000
	PRIMARY CHAIN/FLIGHTS	0	0	0	0	0	60,000	60,000	0	0
	FILTER EQUIPMENT REPLACEMENT	0	0	0	0	30,000	0	0	0	0
	U.V. BULBS & BALLAST	24,894	22,949	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	BROAD ST. CONVEYOR COMPACTOR	0	0	0	0	0	100,000	0	0	0
	LIFT STATION GENERATOR/ATS	0	0	0	20,000	60,000	0	0	0	0
	MAINTENANCE EQUIPMENT	0	0	0	0	0	5,000	5,000	5,000	5,000
	IPP SAMPLERS	0	0	0	0	12,000	0	0	0	0
	BACKWASH DRAIN PUMPS	0	0	0	40,000	0	0	0	0	0
	GRIT REMOVAL EQUIPMENT REPAIR	0	0	0	18,000	0	0	0	0	0
	TOTAL WASTEWATER PLANT - CAP EQUIP.	\$26,488	\$43,172	\$50,000	\$168,000	\$287,000	\$275,000	\$225,000	\$100,000	\$65,000
SEWER COLLECTION SYSTEM:										
	PICK-UP TRUCK - SUPERINTENDENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0
	BACKHOE	0	0	0	0	45,000	0	0	0	0
	VACTOR	0	0	0	0	0	150,000	0	0	0
	DUMP TRUCK - 35,000GVW	0	0	0	0	0	0	0	92,000	92,000
	SMALL EQUIPMENT	\$3,990	\$2,000	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	SAFETY EQUIPMENT	0	0	2,000	4,000	4,000	4,000	4,000	4,000	4,000
	I&I ABATEMENT	0	0	0	20,000	20,000	20,000	20,000	20,000	20,000
	MANHOLE AND LINE RENOVATION	38,274	97,497	20,000	0	0	0	0	0	0
	SOUTH MAIN STREET SEWER REPLACEMENT	0	0	250,000	250,000	0	0	0	0	0
	CURE-IN-PLACE LINING PROJECTS	0	0	0	73,000	75,000	75,000	75,000	75,000	75,000
	ROOT TREATMENT	0	0	0	12,000	15,000	15,000	15,000	15,000	15,000
	MANHOLE LINING PROJECTS	0	0	0	810,000	35,000	35,000	35,000	35,000	35,000
	TOTAL SEWER COLLECTOR SYSTEM	\$42,264	\$99,497	\$272,000	\$1,174,000	\$199,000	\$304,000	\$154,000	\$261,000	\$246,000
	TOTAL CAPITAL PROJECTS FUND - SEWER	\$68,752	\$156,459	\$367,000	\$1,432,000	\$591,000	\$689,000	\$426,000	\$408,000	\$356,000

CITY OF ADRIAN, MICHIGAN
 FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
 SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
585	PARKING FUND									60-62
	FARMERS' MARKET STRUCTURE (GRANT FUNDED)	\$0	\$0	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0
	LOT #2 NORTH TOLEDO STREET	0	0	110,000	118,704	0	0	0	0	0
	LOT #6 CHURCH STREET	0	0	0	440,000	0	0	0	0	0
	LOT #3 BEHIND SAUCE	0	0	0	0	140,000	0	0	0	0
	LOT #4 ADJACENT TO MAIDEN LANE	0	0	0	0	0	205,000	0	0	0
	LOT #3 BEHIND GAS COMPANY	0	0	0	0	0	0	240,000	0	0
	LOT #5 ADJACENT TO LEARNING WORKS	0	0	0	0	0	0	0	110,000	0
	LOIT #7 PEARL STREET	0	0	0	0	0	0	0	0	135,000
	MISC. FACILITY IMPROVEMENTS	0	115	0	0	0	0	0	0	0
	TOTAL PARKING FUND	\$0	\$115	\$390,000	\$558,704	\$140,000	\$205,000	\$240,000	\$110,000	\$135,000
588	TRANSPORTATION FUND									
	MEDIUM DUTY BUS	\$0	\$231,957	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTALTRANSPORTATION FUND	\$0	\$231,957	\$0	\$0	\$0	\$0	\$0	\$0	\$0
598	STORM WATER UTILITY FUND									40-41
	BENT OAK - RIVERSIDE TO CITY LIMITS	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0
	GRASSHOPPER LAWNMOWER (SHARED WITH CEMETERY)	0	2,200	0	0	0	0	0	0	0
	TOTAL STORM WATER UTILITY FUND	\$0	\$2,200	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
661	INFORMATION TECHNOLOGY FUND									
	GIS - CAPITAL EQUIPMENT:									
	COLOR AERIAL ORTHOPHOTOS OR PICTOMETRY	\$0	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0
	WEST NILE VIRUS TRACKING	0	0	7,000	14,580	0	0	0	0	0
	CEMETERY MAPPING	0	0	0	29,547	0	0	0	0	0
	PUBLIC MAPPING WEBSITE	0	0	0	0	16,000	0	0	0	0
	GIS SERVER	0	0	0	0	29,000	0	0	0	0
	DOCUMENT MANAGEMENT SYSTEM UPGRADE	0	0	0	0	0	25,000	0	0	0
	TOTAL GIS CAPITAL EQUIPMENT	\$0	\$0	\$62,000	\$44,127	\$45,000	\$25,000	\$0	\$0	\$0
	IT - CAPITAL EQUIPMENT:									
	WORKSTATIONS	\$42,178	\$16,442	\$60,000	\$30,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
	PHONE SYSTEM	32,543	654	0	0	0	0	0	70,000	0
	D&P FIBER OPTICS	0	2,500	0	0	0	0	0	0	0
	APPLICATION/FILE SERVER/STORAGE	0	0	30,000	0	0	0	0	0	0
	SERVERS/DATA STORAGE	0	0	0	40,000	0	12,000	0	0	0
	MAIL SERVER AND SOFTWARE	0	0	0	0	30,700	0	0	0	0
	BS&A.NET SOFTWARE REQUESTED BY FINANCE/ASSESSING	0	0	33,460	39,040	0	0	0	0	0
	UPGRADE DMS (DEPENDENT ON BS&A)	0	0	0	0	25,000	0	0	0	0
	DATA SWITCHES	0	0	0	0	27,000	0	0	0	0
	TOTAL IT CAPITAL EQUIPMENT	\$74,721	\$19,596	\$123,460	\$109,040	\$127,700	\$57,000	\$45,000	\$115,000	\$45,000
	TOTAL INFORMATION TECHNOLOGY DEPARTMENT	\$74,721	\$19,596	\$185,460	\$153,167	\$172,700	\$82,000	\$45,000	\$115,000	\$45,000

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE	
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17		FY2017-18
662	MOTOR VEHICLE POOL CEMETERY										63-68
	CAPITAL EQUIPMENT:										
	4X4 WORKSITE KUBOTA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	PASSENGER VEHICLE - #74	0	0	0	0	0	0	0	0	0	
	BACKHOE #73	0	0	0	0	0	0	0	115,000	0	
	TOTAL CEMETERY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,000	\$0	
	POLICE DEPARTMENT										
	CAPITAL EQUIPMENT:										
	MARKED PATROL VEHICLES	\$0	\$48,922	\$60,000	\$50,000	\$0	\$69,984	\$45,582	\$50,000	\$0	
	UNMARKED INVESTIGATIVE VEHICLE	0	0	0	0	0	0	0	0	0	
	TOTAL POLICE DEPARTMENT	\$0	\$48,922	\$60,000	\$50,000	\$0	\$69,984	\$45,582	\$50,000	\$0	
	FIRE DEPARTMENT										
	CAPITAL EQUIPMENT:										
	REPLACE ENGINE #2	\$0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	
	FIRE RESCUE VEHICLE #R-1	0	0	0	150,000	0	0	0	0	0	
	TANK TRUCK W/PUMP	0	0	0	0	0	0	0	125,000	0	
	TOTAL FIRE DEPARTMENT	\$0	\$0	\$275,000	\$150,000	\$0	\$0	\$0	\$125,000	\$0	
	ENGINEERING										
	CAPITAL EQUIPMENT:										
	SMALL TRUCK - #30	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	
	TOTAL ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	
	PARKS & FORESTRY										
	CAPITAL EQUIPMENT:										
	ONE-TON DUMP TRUCK W/PLOW & SALT BOX #13	\$0	\$36,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	4 X 4 WORKSITE KUBOTA	0	0	0	0	0	0	0	0	0	
	ONE-TON DUMP TRUCK W/PLOW & SALT BOX #28	0	0	44,000	0	0	0	0	0	0	
	TRACTOR W/MOWER - #68	0	0	45,000	0	0	0	0	0	0	
	PICK-UP TRUCK #10	0	0	0	0	24,128	0	0	0	0	
	PICK-UP TRUCK #29	0	0	0	0	24,128	0	0	0	0	
	PICK-UP TRUCKS #70 & 81 & #31	0	0	0	0	0	69,000	0	0	0	
	PICK-UP TRUCKS #34	0	0	0	0	0	0	24,128	0	0	
	PICK-UP TRUCKS #5, #6, #33	0	0	0	0	0	0	0	0	92,000	
	TRACTOR - #63	0	0	0	0	0	0	0	40,000	0	
	TRACTOR - #64	0	0	0	0	0	0	0	0	40,000	
	TOTAL PARKS & FORESTRY	\$0	\$36,058	\$89,000	\$0	\$48,256	\$69,000	\$24,128	\$40,000	\$132,000	

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2012-18 CAPITAL BUDGET RECOMMENDATION
SUMMARY OF CAPITAL OUTLAY EXPENDITURES BY YEAR**

DEPT.	DESCRIPTION	FY2009-10 ACTUAL*	FY2010-11 ACTUAL*	FY2011-12 BUDGET	REQUESTS					PAGE REFERENCE
					FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	
PUBLIC WORKS										
CAPITAL EQUIPMENT:										
	SINGLE AXLE SALT TRUCK #17	\$0	\$75,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LARGE SALT TRUCK COMPLETE - #21	0	0	115,000	0	0	0	0	0	0
	RIDE CONTROL FOR #40 FRONT-END LOADER	0	0	0	7,000	0	0	0	0	0
	ONE-TON DUMP TRUCK W/PLOW- #71	0	0	0	45,000	0	0	0	0	0
	PICK-UP TRUCK - #72	0	0	0	0	23,200	0	0	0	0
	SINGLE AXLE SALT TRUCK #19	0	0	0	0	123,638	0	0	0	0
	LOADER #42	0	0	0	0	0	0	0	0	150,000
	TOTAL PUBLIC WORKS	\$0	\$75,900	\$115,000	\$52,000	\$146,838	\$0	\$0	\$0	\$150,000
PARKS & RECREATION										
CAPITAL EQUIPMENT:										
	VAN W/TRADE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL PARKS & RECREATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADMINISTRATION										
	FUEL PUMPS / STORAGE BUILDING	\$15,347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	DEPRECIATION EXPENSE	164,682	0	0	0	0	0	0	0	0
	TOTAL ADMINISTRATION	\$180,029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL MOTOR VEHICLE POOL	\$180,029	\$160,880	\$539,000	\$252,000	\$195,094	\$163,984	\$69,710	\$330,000	\$282,000
	GRAND TOTAL ALL FUNDS	\$11,033,551	\$2,053,406	\$3,295,511	\$4,880,282	\$3,201,194	\$3,554,084	\$3,128,410	\$2,527,300	\$2,793,800

R12-014

CITY ADMINISTRATION – FY2012-18 City of Adrian Capital Improvement Program and FY2012-13 Capital Budget Recommendation

RESOLUTION

WHEREAS, consistent with Public Act 621 of 1978, the Uniform Budgeting Act for Local Government, the Adrian City Administration has developed a Multi-Year Capital Improvement Program (CIP), identifying specific capital projects, facilities and equipment, as well as their respective funding sources for the period FY2012-18; and

WHEREAS, on Saturday, December 10, 2011, and Monday December 12, 2011, the City Commission and the Planning Commission, as well as representatives from the Downtown Development Authority, the Brownfield Redevelopment Authority and OneLenawee (a private citizens group), met in Joint Work-Sessions to review the Capital Budget Requests submitted by Department Heads and provided input regarding priorities to the City Administration; and

WHEREAS the City Administrator established a CIP Advisory Committee, composed of the City Administrator (Chairman), Finance Director, City Engineer/DPW Director, Utilities Director, Police Chief, Fire Chief/IT Director, and Parks & Recreation Director, for purposes of reviewing Capital Project Requests and formulating a Capital Improvement Program Budget Recommendation; and

WHEREAS, within the broad categories of planning, efficient utilization of public resources, economic development, neighborhood support, and safety, the Capital Improvement Program Advisory Committee used the following criteria to evaluate the relative merit of each capital project:

Consistent with City's

Adopted Strategic Plan Projects which are consistent with the City's Adopted Strategic Plan will be given priority, (Available under Tab 2 of the FY2011-12 Adopted Budget)

Consistent with Comprehensive

Master Plan Document Projects which are consistent with the City's Comprehensive Master Planning Document will be given priority. (Available on City's Website under I:\Community Development\Comprehensive Plan)

Asset Replacement

Evaluation and replacement of current fixed assets for purposes of maintaining current service levels will be given priority.

Leverage Grants	Projects which are eligible for public or private grant funding, with or without a local matching requirement, will be given priority.
Adopted Plans	Projects which comply with the principles and concepts of an adopted City Plan (such as the Parks & Recreation 5-Year Master Plan or Parking Lot Improvement Program) will be given priority.
Phased Projects	Projects which implement an ongoing phased project will be given priority.
Health & Safety Hazards	Projects which correct a health and safety hazard or prevent a critical breakdown in a City facility will be given priority.
Operations and Maintenance	Projects which provide a significant decrease in City operating and/or maintenance expenses will be given priority.
Job Creation & Retention	Projects which demonstrably support the creation or retention of jobs for City residents will be given priority.
Neighborhood Development	Projects which are a component of a systematic neighborhood development plan or strategy will be given priority; and

WHEREAS the City Administrator's FY2012-18 Capital Improvement Program Budget Recommendation is summarized as follows:

<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>FY2016-17</u>	<u>FY2017-18</u>
General Fund (101):					
\$ 614,100	\$ 622,100	\$ 552,900	\$ 1,192,000	\$ 403,500	\$ 379,500
Major Street Fund (202):					
\$ 234,311	\$ 235,800	\$ 721,800	\$ 240,400	\$ 193,900	\$ 399,600
Local Street Fund (203):					
\$ 347,000	\$ 327,500	\$ 241,400	\$ 311,800	\$ 292,900	\$ 373,700
Fee Estate Fund (205):					
\$ 592,000	\$ 260,000	\$ 269,000	\$ 175,000	\$ 225,000	\$ 179,000
Downtown Development Authority – Tax Increment Finance Fund (281)					
\$ 153,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Water Fund Capital Projects (496):					
\$ 544,000	\$ 507,000	\$ 479,000	\$ 278,500	\$ 299,000	\$ 494,000
Wastewater Fund Capital Projects:					
\$1,432,000	\$ 591,000	\$ 689,000	\$ 426,000	\$ 408,000	\$ 356,000
Parking Fund (585):					
\$ 430,000	\$ 119,652	\$ 152,725	\$ 0	\$ 238,326	\$ 0

<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>FY2016-17</u>
Information Technology Fund (661):					
\$ 153,167	\$ 172,700	\$ 82,000	\$ 45,000	\$ 115,000	\$ 45,000
Motor Vehicle Pool (662):					
<u>\$ 252,000</u>	<u>\$ 195,094</u>	<u>\$ 163,984</u>	<u>\$ 69,710</u>	<u>\$ 330,000</u>	<u>\$ 282,000</u>
Total All Funds:					
<u>\$4,880,282</u>	<u>\$3,201,194</u>	<u>\$3,554,084</u>	<u>\$3,128,410</u>	<u>\$2,527,300</u>	<u>\$2,793,800</u>

WHEREAS the City Administrator recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, approves the City Administrator's Recommended FY2012-18 Capital Improvement Program (CIP) and FY2012-13 Capital Budget for incorporation into the FY2012-13 Operating Budget and General Appropriations Act.

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

MEMO



DATE: February 14, 2012

TO: Mayor Gregg DuMars, Adrian City Commission, City Administrator Dane Nelson, and Utilities Director Shane Horn

FROM: Paul G. Trinka

SUBJECT: Preventative Maintenance Software for the Utilities Department

The Wastewater Treatment Division of our Utilities Department has used a software package for a number of years for preventative maintenance purposes. Motors, pumps and various pieces of equipment have pertinent information in a database that allows staff to record service records, parts replacement, speed of motors and capacity of pumps just to name a few of the capabilities.

The software for the template Ken Wesley and his staff use is NutPlus. NutPlus was state of the art software 25 years ago. It is a DOS based program developed for relational databases. Currently our Waste Water Treatment facility uses the program, Water Treatment and Operations and Maintenance do not and rely on spreadsheets and some rudimentary databases. The database is backed up but can only be used by one person at a time and cannot be shared at other physical locations.

Shane Horn, Ken Wesley, Tim Ritchie and Steve Eberle researched available preventative maintenance packages. They had a demo application running for some time and also did online demonstrations with vendors.

The software that best fit the Utilities Department's needs is a suite of applications called Manager Plus. The software uses a Microsoft SQL database (the same as the new BS&A software) and is fully networkable. Cost of the application including implementation, support and online training for the users is \$13,771.45.



MEMORANDUM – UTILITIES DEPARTMENT

DATE: February 14, 2012

TO: Paul G. Trinko, Fire Chief/Director of Information Technology

FROM: Shane A. Horn, Utilities Director

SUBJECT: Computerized Maintenance Management Software

With your assistance, the Utilities Department has participated in on-line demonstrations from three vendors for a computerized maintenance management system to be used within the Utilities Department at the Water and Wastewater Treatment Plants and the Operation & Maintenance facility. A computerized maintenance management system will provide us with the following benefits:

- Preventative Maintenance Scheduling
- Repair Histories
- Tool Tracking
- Work Order Generation
- Parts Inventory
- Job Site Expense Tracking
- Fleet and Equipment Tracking
- Report Generator
- Data Importer and Exporter

The purchase of a computerized maintenance management system will help our department manage our assets more effectively and provide a reporting mechanism for our maintenance staff to be certain we are properly servicing our equipment at appropriate intervals. We currently utilize an in-house software program that runs in Microsoft Access at the Water Plant. The O&M facility utilizes excel spreadsheets, and the Wastewater Treatment Plant utilizes a DOS-based software program that is no longer supported.

After reviewing the maintenance software programs presented, the Utilities Department found the Manager Plus Maintenance Management System to be the best overall fit for our department. I respectfully recommend that we proceed with the purchase of a computerized maintenance management system from Manager Plus of Salt Lake City, Utah for the total purchase price of \$13,771.45.



Manage + Maintain Your Assets With Simplicity + Power

Quote for City of Adrian

Valid through : February 29th, 2012

Prepared For:

Paul Trinka
City of Adrian
815 Bent Oak Ave.
Adrian, Michigan 49221

Prepared By:

Brandon Gunn
ManagerPlus
9350 South 150 East
Salt Lake City, Utah 84070

software

Description	Quantity	Price	Total
Enterprise - ManagerPlus Software Server License	1	4,496.25	4496.25
Enterprise - Users	3	0.00	0.00
Enterprise - Users	6	480.00	2880.00
Enterprise - ManagerPlus Manual	3	0.00	0.00
		Subtotal	7,376.25

software module

Description	Quantity	Price	Total
Enterprise - Entities	1	0.00	0.00
Enterprise - Entities	2	1,000.00	2000.00
Enterprise - Automated Alert	1	0.00	0.00
Enterprise - Easylinks Work Requests	1	0.00	0.00
		Subtotal	2,000.00

services

Description	Quantity	Price	Total
AdvantagePlus Online Implementation Package 6 One Hour Online Training Sessions: Discovery Call, Configuration Survey, use of an assigned Implementation Representative and phone number, Configuration and/or Data Import, 2 online follow-up Training and Consulting Sessions.	1	2,495.00	2495.00
1 Year Extended Service Agreement through January 31st, 2013	1	1,875.20	1,875.20
		Subtotal	4,370.20

Total	\$13,746.45
Sales Tax	\$0.00
Shipping (FedEx saver) & Handling	\$25.00
Grand Total	\$13,771.45

RE: Information Technology – Manager Plus Software

RESOLUTION

WHEREAS, The City of Adrian Utilities Department has used its current DOS based software in excess of 12 years; and

WHEREAS, for purposes of sharing data across locations, more effective use of human resources, improvement of services of their customers and overall enhancements that are available, the Utilities Department feels that it is in the best interest to implement a more robust software platform; and

WHEREAS, having done testing with different software programs and viewing online demonstrations recognize the benefits of ManagerPlus software; and

WHEREAS, a list of the various components and related costs are provided as follows:

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
Server license	1	\$4,496.25
Users	6	\$2,880.00
Entities	2	\$2,000.00
Implementation/Training	1	\$2,495.00
Service Agreement	1	\$1,875.20
Total		\$13,746.45

and

WHEREAS, the total cost to implement this system is \$13,746.45 including software, training and support for one year; and

WHEREAS, the Utilities Director and his Supervisors, Information Technology Director and City Administrator recommend the approval of ManagerPlus software as the preferred vendor for this purchase.

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission, by this resolution, hereby authorizes the purchase of ManagerPlus software, training and support in accordance with the City’s Purchasing Policy as specified in Chapter 12 of the City Charter and Chapter 9 of the Codified City Ordinances.

BE IT FURTHER RESOLOVED that \$13,746.45 be appropriated from the Information Technology Fund Unreserved/Unassigned Fund Balance Account (661-000.00-390.000) and that the FY 2011-12 Budget be amended as follows:
Information Technology Fund (661)

Revenue: \$13,746.45

Expenses:

(661.290.00-811.000) Contract Services Computer Software	\$11251.45
(661.290.00-957.000) In-Service Training	\$ 2495.00

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

MEMO



DATE: February 15, 2012
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Special Assessment District #WO97

The proprietor of Wolf Ridge Development, Claude Rowley, installed a City water system in Wolf Ridge Development, which is a condominium development that was created off West Maple Avenue on Evergreen Drive in 2003. A special assessment district was created with the intent that annual payments would be made for 10 years and that the balance due would be fully paid within 10 years from the date that the water system was installed. Unfortunately, the sale of lots has not proceeded as initially intended and there are still several lots where a structure has not been built and the lots have remained unsold. The original term of the special assessment was for 10 years, and the proprietor has now requested that this termination be extended for 5 years, with all other payment terms including the interest rate in the amount of 4.75% to be continued during that period. I recommend that such request be approved as there are sufficient funds in the special assessment fund to accommodate the request; the developer has made all annual payments up until this time; and the economic climate over the past few years has been incredibly difficult to expect the sale of the lots. I have prepared a proposed resolution to extend the term of the special assessment district for a period of 5 years as requested by the proprietor.

Respectfully submitted,

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

Dane C. Nelson
City Administrator

DCN:mlb

RE: CITY COMMISSION – amendment of Special Assessment District #WO97 to have the balance due extended for 5 years from the original termination date.

RESOLUTION

WHEREAS, the Special Assessment District #WO97 was created on March 17, 2003 for the installation of a water system to be constructed in the Wolf Ridge Development on Evergreen Drive in the City of Adrian; and

WHEREAS, the owner has paid all annual installments from said date but a sufficient number of lots have not been sold to provide adequate funds to pay the balance due as initially agreed which was to be paid within 10 years; and

WHEREAS, the owner has requested a 5 year extension of the Special Assessment indebtedness on the same terms and conditions as initially agreed; and

WHEREAS, the City Administrator has determined that there is a sufficient amount of money in the special assessment fund to enable the City to extend the balance due as requested, and believes the request is reasonable due to the difficult real estate sales climate since the water system was installed in the development.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Special Assessment District #WO97 is hereby amended to have the balance due be extended for 5 years from the original termination date provided the terms, interest rate, and all other terms in the original special assessment district are continued without amendment.

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

MEMO



DATE: February 16, 2012

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Professional Services Recommendation – Engineering Design and related services for the Comstock Park retaining wall replacement project.

I concur with the recommendation of the Parks & Recreation Director to award the bid for the purchase Engineering Design and related services for the Comstock Park retaining wall replacement project to ROWE Professional Services Co. of Flint, Michigan at a cost of \$29,815.

City Staff interviewed three of the firms that provided proposals and selected ROWE Professional Services Co. based on their qualifications, work experience, scope of services, project approach and professional fees for this project.

Dane C. Nelson
City Administrator

We are planning to replace the existing retaining wall along the River Raisin in Comstock Park as part of our Capital Improvement Program. This wall has been in place for thirty-eight years and has been showing signs of deterioration for the past few years; recently it has deteriorated even more rapidly. The engineering design work is budgeted in the Fee Estate Capital Improvement account for this fiscal year (\$30,000) and the construction is budgeted in the 2012-13 FY. We sent Requests for Proposals to selected firms that we knew to have the qualifications necessary and experience with similar projects. We received proposals from six firms; they are listed in the table below.

Firm	Location	Cost
Applied Science, Inc.	Detroit, MI	\$41,000
Fleis & Vandenbrink Engineering, Inc	Grand Rapids, MI	\$22,300
Mannik & Smith Group	Monroe, MI	\$47,726
Poggemeyer Design Group	Monroe, MI	\$95,000
ROWE Professional Services Co.	Flint, MI	\$29,815
URS	Southfield, MI	\$49,690

Based on the proposals we selected three of the firms to interview as finalists; they were Fleis & Vandenbrink Engineering, Inc., ROWE Professional Services Co., and URS. Staff members

participating in the interview were: Kristin Bauer, City Engineer; Shane Horn, Utilities Director; Justin Combs, Superintendent of Parks and Forestry, and me. We considered each firm's staff qualifications, related project experience, scope of services, and professional fees for this project. We feel all of the firms that were interviewed are qualified to perform the work on this project and are able to meet the scheduling requirements. However we felt that ROWE Professional Services provided the best combination of qualifications, related experience, scope of work, project approach, and professional fees; therefore staff recommends that ROWE Professional Services of Flint, MI be hired as design engineers for this project in the amount of \$29,815.

The reasons for recommending ROWE over the other two firms include somewhat more deliverables for their fee; increased soil boring depth, monitoring well for investigating ground water depth and pressure, and more on-site meetings as part of their scope of work (6 compared to F&V with 3). We also felt that ROWE demonstrated a better understanding of the project based on our discussions with them in the interview; some of the key points that they stood out on were the impact of the ground water on the wall, the types of potential construction options, and the length of the construction project. ROWE also has established a good working relationship with our staff through their previous work on the Island Park Bridge project and the Kiwanis Trail bridge project in Riverside Park. Justin Combs, who will be our staff project manager, and Kristin Bauer have a strong level of confidence and comfort level working with ROWE staff; they will have the same staff members working on this project as they had on the previous two projects. ROWE staff also has a comfort level of working with our staff and working knowledge of our capabilities. In addition they have experience working with the staff at the Jackson MDEQ office who will be overseeing the permit process and construction from the state regulatory perspective. This will likely prove to be valuable as we work through this project. For all of the above reasons, as well as the confidence that our staff felt discussing the project with ROWE staff during the interview, we are recommending that they be hired for this project even though they are not the lowest fee.

Funds for the engineering design work on the project are budgeted in the Fee Estate Capital Improvement account.

Memorandum

To: Dane C. Nelson, City Administrator
From: Mark K. Gasche, Parks & Recreation Director
Date: February 15, 2012
Re: Professional Services Recommendation – Engineering Design and related services for the Comstock Park retaining wall replacement project

We are planning to replace the existing retaining wall along the River Raisin in Comstock Park as part of our Capital Improvement Program. This wall has been in place for thirty-eight years and has been showing signs of deterioration for the past few years; recently it has deteriorated even more rapidly. The engineering design work is budgeted in the Fee Estate Capital Improvement account for this fiscal year (\$30,000) and the construction is budgeted in the 2012-13 FY. We sent Requests for Proposals to selected firms that we knew to have the qualifications necessary and experience with similar projects. We received proposals from six firms; they are listed in the table below.

Firm	Location	Cost
Applied Science, Inc.	Detroit, MI	\$41,000
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Poggemeyer Design Group	Monroe, MI	\$95,000
ROWE Professional Services Co.	Flint, MI	\$29,815
URS	Southfield, MI	\$49,690

Based on the proposals we selected three of the firms to interview as finalists; they were Fleis & Vandenbrink Engineering, Inc., ROWE Professional Services Co., and URS. Staff members participating in the interview were: Kristin Bauer, City Engineer; Shane Horn, Utilities Director; Justin Combs, Superintendent of Parks and Forestry, and me. We considered each firm's staff qualifications, related project experience, scope of services, and professional fees for this project. We feel all of the firms that were interviewed are qualified to perform the work on this project and are able to meet the scheduling requirements. However we felt that ROWE Professional Services provided the best combination of qualifications, related experience, scope of work, project approach, and professional fees; therefore staff recommends that ROWE Professional Services of Flint, MI be hired as design engineers for this project in the amount of \$29,815.

The reasons for recommending ROWE over the other two firms include somewhat more deliverables for their fee; increased soil boring depth, monitoring well for investigating ground water depth and pressure, and more on-site meetings as part of their scope of work (6 compared to F&V with 3). We also felt that ROWE demonstrated a better understanding of the project based on our discussions with them in the interview; some of the key points that they stood out on were the impact of the ground water on the wall, the types of potential construction options, and the length of the construction project.

ROWE also has established a good working relationship with our staff through their previous work on the Island Park Bridge project and the Kiwanis Trail bridge project in Riverside Park. Justin Combs, who will be our staff project manager, and Kristin Bauer have a strong level of confidence and comfort level working with ROWE staff; they will have the same staff members working on this project as they had on the previous two projects. ROWE staff also has a comfort level of working with our staff and working knowledge of our capabilities. In addition they have experience working with the staff at the Jackson MDEQ office who will be overseeing the permit process and construction from the state regulatory perspective. This will likely prove to be valuable as we work through this project. For all of the above reasons, as well as the confidence that our staff felt discussing the project with ROWE staff during the interview, we are recommending that they be hired for this project even though they are not the lowest fee.

Funds for the engineering design work on the project are budgeted in the Fee Estate Capital Improvement account.

RE: **DEPARTMENT OF PARKS & RECREATION – Design Engineering services for Comstock Park retaining wall replacement project**

RESOLUTION

WHEREAS the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received proposals on Friday, February 3, 2012 for Engineering Design services for the Comstock Park retaining wall replacement project; and

WHEREAS there are funds budgeted in fiscal year 2011-12 in the amount of \$30,000 for Design Engineering and related professional services for this project in the Fee Estate Capital Improvement account, with construction of the project budgeted in the 2012-13 FY; and

WHEREAS the Parks and Recreation Department, along with the Finance Department issued a Request for Proposals resulting in six (6) submissions as follows:

<u>Firm</u>	<u>Location</u>	<u>Amount</u>
Applied Science, Inc.	Detroit, MI	\$41,000
Fleis & Vandenbrink Engineering, Inc.	Grand Rapids, MI	\$22,300
Mannik & Smith Group	Monroe, MI	\$47,726
Poggemeyer Design Group	Monroe, MI	\$95,000
ROWE Professional Services Co.	Flint, MI	\$29,815
URS	Southfield, MI	\$49,690

WHEREAS staff, including the City Engineer, Utilities Director, Parks and Recreation Director, and Superintendent of Parks and Forestry, selected and interviewed three of the firms and evaluated each firm based on staff qualifications, related project experience, scope of services, project approach, and professional fees; and

WHEREAS, after review and consensus with the staff members who interviewed the firms, the Parks & Recreation Director and City Administrator recommend selection and engagement of ROWE Professional Services Co. of Flint, MI in the City’s Standard Professional Services Contract to provide design engineering and related services for this project at a cost not to exceed \$29,815; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2011-12 Parks and Recreation Capital Improvement budget in the Fee Estate Fund for this purpose.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby accepts the bid and authorizes the Parks & Recreation Department to contract for Engineering Design and related professional services from ROWE Professional Services Co. of Flint, MI at a not to exceed cost of \$29,815.

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

MEMO



DATE: February 15, 2012

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

The City Commission has had to make the difficult decision to lay off three firefighters, thus reducing our staff level from 18 firefighters to 15 firefighters. This reduction has necessitated various service cuts in the fire department. Chief Trinka has reviewed the terms of a grant program from the US Department of Homeland Security, which allows fire departments to employ firefighters for a period of two years with all payroll costs being covered by the grant. In past years, this same program required cities to not only hire the firefighters during the existence of the grant, but also for an additional number of years once the grant period expired. However, the grant program has now been changed and there is no further requirement to continue to employ the firefighters at the end of the grant.

Chief Trinka and I have discussed this matter, in particular as there is no assurance that the firefighters could be retained for employment at the end of the grant period. In fact, there is probably little probability that these firefighters could be retained when the grant funding would expire. However, we have concluded that this information would be provided to any returning firefighters or new firefighters hired for one of these positions and that it would be up to them to decide whether they wanted to take a position that would have a potentially limited existence. This way the City would at least be able to get improved fire service for the two years during the grant existence, which we thought overall would provide increased service at least for this period. As such, I agree with Chief Trinka and would ask the Commission to approve the request of Chief Trinka to apply for this particular grant which would allow the addition of 3 firefighters for a period of two years.

Respectfully submitted,

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

Dane C. Nelson
City Administrator

DCN:mlb



Adrian Fire Department

Memorandum

To: Mayor Greg DuMars, Adrian City Commission
From: Paul G. Trinka
CC: City Administrator Dane Nelson
Date: February 14, 2012
Re: 2012 Staffing for Adequate Fire and Emergency Response Grant Program

The Fire Department requests the City Commission's permission to apply for a Staffing for Adequate Fire and Emergency Response Grant (SAFER) from the U.S. Department of Homeland Security.

The 2012 program allows fire department to employ firefighters for a period of two years with all payroll costs being covered by the grant. In the past the grant program required that cities hire the firefighters at the end of the grant period as well as have a match during the course of the grant. This is no longer part of the program.

The grant targets 400 fire departments sharing the projected \$380,747,000 fund. Grants will be awarded from May thru September of this year. A technical review process followed by a peer review and formal acceptance by the municipality is a brief overview of the process. The grant must be completed online by February 24, 2012.

The fire department would request funding for three firefighters, replacing those that were laid off at the beginning of this budget year.

RE: FIRE DEPARTMENT – 2012 Assistance to Firefighters Act / Staffing for Adequate Fire and Emergency Response Grant Program Application

RESOLUTION

WHEREAS, the Adrian Fire Chief is requesting authorization to submit a grant application under the auspices of the 2012 Assistance to Firefighters Act / Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of hiring three firefighters to replace those eliminated during the 2011-2012 budget process; and

WHEREAS, the Adrian Fire Department meets the grant priorities by filling positions that were created due to layoffs; and

WHEREAS, the grant provides for all payroll expenses; and

WHEREAS, the Human Resource Director and the Finance Director are tasked with projecting wage and benefit needs for the City of Adrian and shall provide same to the Fire Department for purposes of the grant application; and

WHEREAS, successful applicants shall be notified of an award from May thru September 2012; and

WHEREAS, a grant award will improve the safety of firefighters by ensuring all first arriving fire apparatus are staffed with a minimum of four qualified personnel thereby meeting OSHA standard 1910.134 who are capable of initiating the suppression response from within a fire building.

NOW, THEREFORE, BE IT RESOLVED that City Commission, by this resolution, authorizes the submission of a grant application to the U.S. Department of Homeland Security 2012 Assistance to Firefighters Act / Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of adding three fulltime firefighters to the Adrian Fire Department for the period allowed by grant funds.

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

R12-019

February 20, 2012

RE: CITY COMMISSION – Execution of a new one year contract between the City of Adrian and Quick Service Transportation, Inc.

RESOLUTION

WHEREAS, the City of Adrian has been contracting Dial-A-Ride services with Quick Service Transportation, Inc. with the last contract having expired at the end of August, 2011; and

WHEREAS, a new one (1) year contract with Quick Service Transportation, Inc., has been proposed on the same terms and conditions, reference: MDOT 2012-0027/P1/S1.

NOW, THEREFORE, IT IS HEREBY RESOLVED that a new one (1) year contact between the City of Adrian and Quick Service Transportation, Inc. which is attached hereto be executed for a period ending September 30, 2012 cancelling all previous contracts between said parties.

BE IT FURTHER RESOLVED that the City Commission hereby authorizes Mayor Greg DuMars and City Clerk Pat Baker to sign the aforementioned contract.

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

CITY OF ADRIAN

QUICK SERVICE TRANSPORTATION, INC.

OPERATIONS CONTRACT

THIS OPERATIONS CONTRACT, Effective October 1, 2011 by and between the City of Adrian, Michigan, a Michigan Municipal Corporation, hereinafter called the "CITY" and Quick Service Transportation, Inc., a Michigan Corporation, of Adrian, Michigan, hereinafter called the "COMPANY".

WITNESSETH:

WHEREAS, the CITY desires to have the COMPANY operate a Dial-A-Ride transportation system (hereinafter referred to as the "DART" system), under the General Transportation Fund Program and Act 327 of the Public Acts of 1972, and,

WHEREAS, the COMPANY desires to contract with the CITY for the operation of the DART system,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COMPANY and the CITY agree as follows:

THE COMPANY SHALL:

1. Employ sufficient drivers to operate approximately six (6) vehicles to be used in the DART system. The COMPANY will further employ sufficient dispatchers to operate the system. The COMPANY will hire said drivers and dispatchers and with the approval of the CITY will establish their rates of compensation and other terms and conditions of employment, and said drivers and dispatchers will be employees of the COMPANY and not of the CITY; provided, however, that the CITY reserves the right to review, through the CITY ADMINISTRATOR or his agent, the qualifications of said employees and to recommend to the COMPANY that the COMPANY rejects the services of any such person if, in the judgement of the CITY ADMINISTRATOR, said employee is not sufficiently qualified; provided, further, that the CITY reserves the right to require the COMPANY to remove from DART system service any employee whose actions on the job are, in the judgement of the CITY, detrimental to the operation of the DART system; and provided, further, that all future employees, hired to drive DART system vehicles, will first obtain, at the expense to the CITY, a physical and medical examination in accordance with standards established by the CITY. The COMPANY shall, at all times, carry Workers Compensation Insurance on said drivers and dispatchers and shall do all things legally required of it as the employer of said drivers and dispatchers, and will, upon request by the CITY, furnish to the CITY forthwith proof that the COMPANY'S obligations under this Section are being met.

2. Provide supervision of drivers and dispatchers, including work schedules approved by the CITY.

3. Require said drivers and dispatcher to undergo initial training and continuing training, according to a program outline to be provided by the CITY. It is understood that the duration of the initial training will be approximately one (1) week. Such drivers and dispatchers shall be and remain employees of the COMPANY at all times during such training.

4. Purchase necessary supplies related to the dispatching under the DART system including forms used for necessary records of operations and fares. The CITY will reimburse the COMPANY for such purchases. Types and quantities of forms, and form design and layout will be as specified by the CITY. The CITY, at its option, elects to furnish some or all of such necessary supplies directly to the COMPANY.

5. Operate the DART system service according to an operations plan provided by the CITY, which will include specific service hours, service area boundaries, a fare structure, and radio procedures.

6. Provide all general supervision and clerical and administrative work necessary and required by the CITY for the performance of this contract and the operation of the DART system, including the bookkeeping, recording of data, preparation of reports, handling of system revenues and other such work related to the DART system.

7. Furnish garage facilities acceptable to the CITY for the DART system vehicles and a dispatch center.

8. Provide all cleaning of and all operating supplies and maintenance for the DART system vehicles, including a daily checking of vehicle condition. Operating supplies shall include, but shall not be limited to, oil, anti-freeze, transmission fluid, grease, windshield washer fluid and all other miscellaneous supplies and fluids required in vehicle operation. Maintenance shall include all vehicle maintenance and repair with the exception of items covered by insurance or vehicle warranty.

9. Provide heat, light, electrical power and restroom facilities for the dispatch center located at 377 Logan St., Adrian, MI.

10. Handle DART system revenues in a manner to be determined by the CITY.

11. Furnish to the CITY daily, weekly, and monthly summaries of service including origination to destination sheets and amounts of fares received, in a format to be approved by the CITY, and will furnish other reports of maintenance and operations as required by the CITY.

12. At all times, permit the CITY, the Michigan State Transportation Commission, or representatives thereof, and their consultants, access to all dispatching areas; providing, however, that said access will not interfere unreasonably with the legitimate business activities of the COMPANY employees. The COMPANY shall permit the CITY'S and the authorized representative of the Michigan Department of Transportation, hereinafter referred to as the M.D.O.T., to inspect all work, materials, payrolls, records of personnel, invoices for materials, and other relevant data and records, and to audit the books, records, and accounts of the COMPANY pertinent to the Contract and the development and operation of the DART system and keep the same available for inspection for three (3) years from the date of final payment for operation of the DART system.

13. In connection with the performance of work under this Contract, agrees to comply with the provision of the State of Michigan "Non-Discrimination Clause for All State Contracts", as set forth in Appendix "A" attached hereto and made a part hereof. The COMPANY (hereinafter in Appendix "A" referred to as the "CONTRACTOR") further covenants that it will comply with the Civil Rights Act of 1964 (78 Stat. 252) and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this Contract.

14. Indemnify and save harmless, the CITY, M.D.O.T., and all officers, agents, and employees thereof, from any and all claims, losses, or liability resulting from the negligence or intentional wrong-doing of any officer, agent, servant, or employee of the COMPANY. The COMPANY also agrees to reimburse the CITY for costs incurred for repair or replacement of dispatching and other equipment and facilities furnished by the CITY resulting from use by the COMPANY or its employees for purposes unrelated to the DART system. The COMPANY further agrees that any such use is to be made only with prior express written permission of the CITY.

15. Keep itself fully informed of and shall, at all times, comply with all local, state, and federal laws, rules and regulations, applicable to this Contract and the work to be done hereunder.

16. Not assign any of its rights or duties under this Contract without the express written consent of the CITY.

17. Promptly pay the CITY for gasoline provided to it by the CITY for use in the DART system vehicles.

18. Shall provide to each employee a copy of the driver rule book and procedure manual, hereinafter referred to as the "MANUAL". The COMPANY shall require that all employees abide by the MANUAL. The COMPANY will enforce all rules and regulations in the MANUAL and in cases of employee infractions, the COMPANY will follow the discipline procedure outlined in the MANUAL. The CITY reserves the right to change the MANUAL any time it deems necessary.

19. Ensure that D.B.E.'s as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that D.B.E.'s have the maximum opportunity to compete for and perform contracts. The M..D.O.T. has set a 2012 D.B.E. goal for participation and all parties agree to put forth good faith efforts to meet this goal.

20. The COMPANY agrees that the costs reported under this Contract will represent only those items that are properly chargeable in accordance with this Contract. The COMPANY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

THE CITY SHALL:

21. Receive Federal Section 5311 operating funds as provided in contracts between the M.D.O.T. and the City, and State Local Bus Operating assistance as provided to the City by M.D.O.T. per Act 51 of the Public Acts of 1951, as amended and disburse same to Quick Service based on documented costs incurred and in conformance with State and Federal regulations. This compensation to Quick Service shall not exceed \$235,000 which is a reimbursement estimate for the operating costs.

22. Use M.D.O.T.'s current "Local Public Transit Revenue and Expense Manual" in the determination of eligible project costs.

23. Supply licensed and registered vehicles and radio dispatching equipment to be used in the DART system.

24. Provide general supervision of the DART system and its operation and will provide competent periodic inspection of the general condition of the vehicles.

25. Provide an operating plan including, but not necessarily limited to, hours of service, service area boundaries, a fare structure, radio procedure, layout for dispatch and reporting forms, dispatch procedures and training schedules.

26. Retain the right to set and change levels of service including, but not limited to, hours, number of vehicles, service area, and use of vehicles. Failure of the COMPANY to provide services of said levels shall be construed as a breach of this Contract.

27. Provide maintenance for the DART system's radio equipment.

28. Pay the COMPANY for installation of telephone trunklines and telephones in the dispatch center and will reimburse the COMPANY for the monthly telephone billings. Said telephone facilities shall be used only in connection with the DART system.

29. Provide standards for preventive maintenance of vehicles, lists of parts and items to be retained in inventory, and master copies of standard forms for daily recording of vehicle use and maintenance.

30. Provide advertising and promotion for the DART system. No publication of the COMPANY may state or imply that DART system is a service of the COMPANY.

31. Sell to the COMPANY, at costs to the CITY, all fuel required for the operation for the DART system.

32. Pay the COMPANY actual costs incurred for each "Driver Hour" according to the attached approved Wage Scale plus mandatory fringe benefits, including but not limited to, Social Security, Unemployment Compensation and Workers Compensation. Overtime will be at one and one-half (1-1/2) times said rates. "Driver hour" shall be construed to mean an hour during which a driver is operating a vehicle in service, training for said operation, or spending time in the performance of other DART system work as authorized by the CITY. Meal periods, during which the vehicle is taken out of service shall not be included under "driver hour".

- A. Pay the COMPANY actual costs incurred for premiums to provide employee and or employee plus one coverage under a basic group health insurance plan for full-time seniority employees with one (1) or more years of service, who are not otherwise covered by another substantially equivalent group health insurance plan paid by another employer.
- B. Pay the COMPANY actual costs incurred for vacation pay for all full-time and regular part-time employees with at least one (1) year of continuous service. Each eligible employee will receive a one (1) week vacation paid annually. Upon completion of five (5) years of employment, each eligible employee will receive two (2) weeks vacation paid annually. Upon completion of ten (10) years of employment, each eligible employee will receive three (3) weeks vacation paid annually and said employees with at least twenty (20) years of continuous service will receive four (4) weeks of vacation annually.

Vacation pay will be based upon the average number of hours worked by the employee per week during the preceding calendar year beginning October 1, and the employee's rate of pay at the time the vacation is taken; provided that, for these purposes, an employee whose average number of hours worked per week is at least 36 shall have his or her average number of hours increased by four (4), to a maximum of 44 average hours per week.

- C. Pay the COMPANY actual costs incurred for six paid holidays: Thanksgiving Day holiday, Christmas Day holiday, Independence Day holiday, New Year's Day holiday, Labor Day holiday, and Memorial Day holiday provided they work all scheduled hours the normally scheduled work day before and after the holiday, unless the employee is on an approved vacation or leave of absence. All employees will be provided two paid personal days each calendar year providing forty-eight (48) hours notice to the employer.
- D. Pay a thirty five (\$0.35) cent per hour premium for drivers assigned to training during time that they are actually performing the training.
- E. Institute a 401(k) plan, paying all administrative fees, and matching the following amounts:
 - \$0.10 for every \$1.00 contributed by the employee, to a maximum match of \$100.00 per year, per participant for the first year.
 - \$0.15 for every \$1.00 contributed by the employee, to a maximum match of \$150.00 per year, per participant thereafter.

33. Pay the COMPANY actual costs incurred for each "Dispatch Hour" according to the attached approved Wage Scale plus mandatory fringe benefits, including but not limited to, Social Security, Unemployment Compensation and Workers Compensation. Dispatchers' health insurance and vacation pay, including sick and accident insurance for the office manager, will be reimbursed at the current level being offered by the COMPANY. Overtime will be at one and one-half (1-1/2) times said rates. Time spent by the dispatcher(s) for which that rate will be paid shall include reasonable time spent in dispatcher training activities, but shall exclude meal breaks during which the COMPANY'S employee is not dispatching service.

34. Pay the COMPANY monthly for cleaning maintenance, and the furnishing of operating supplies for the DART system vehicles. Payment shall be made upon submission by the COMPANY of detailed cost statements. The CITY reserves the right to provide any or all such services at its cost.

35. Pay the COMPANY per month to include a portion of the cost for heat, water, and electricity located at 377 Logan St., Adrian, MI.

36. Pay to the COMPANY \$1400.00 per month for the performance of all obligations under this Contract not covered by Sections 28, 32, 33, 34, and 35 hereof, including but not limited to scheduling, supervising, bookkeeping, record keeping and reporting.

37. Pay to the COMPANY the necessary legal fees pertaining to on-going union negotiations and union personnel problems of Quick Service employees providing transit service to the city. It is understood the legal services obtained will be in behalf of the CITY'S best interest.

IT IS FURTHER AGREED THAT:

38. No member of or delegate to the Congress of the United States or the Legislature of the State of Michigan shall be admitted to any share or part of the Contract or to any benefits arising therefrom or part of the Contract or to any benefits arising therefrom.

39. No member, officer, or employee of the CITY, or of a local public body, during his tenure or for one (1) year after, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

40. This Contract will terminate September 30, 2012, however, if the revenue received by the CITY from the COMMISSION regarding the DART system shall be terminated for any reason, this Contract may also be terminated immediately by the CITY; provided, further that the CITY chooses in the event of any breach by the COMPANY, without thereby waiving any claims for damages; and provided; further, that the CITY may, at its' discretion and for any reason, terminate this Contract upon thirty days (30) written notice to the COMPANY. The parties may extend this Contract for periods of one (1) year by execution of an amendment, approved by M.D.O.T.

41. The COMPANY recognizes that the CITY has certain obligations with the COMMISSION providing for DART system services in the CITY regarding reports, forms, audits, etc. The COMPANY further recognizes that the CITY has contracted with the COMPANY to perform various functions and meet certain responsibilities concerning DART system which are, under the Contract with the COMMISSION, in the first instance the responsibility of the CITY. The COMPANY agrees that this Contract between itself and the CITY shall be construed in light of the Contract between the CITY and M.D.O.T. in order to accomplish the objectives of those required by M..D.O.T. and the COMPANY agrees to perform accordingly.

42. In the event of a conflict between the terms and conditions of the subcontract and those of the prime agreement, the terms and conditions of the prime agreement shall prevail.

43. All terms and conditions included in the prime contract are incorporated in the subcontract.

44. The provisions of this Contract shall bind and insure to the benefit of the successors and assigns of the parties hereto, and with approval of M.D.O.T

CITY OF ADRIAN, MICHIGAN

BY: _____

TITLE: _____

BY: _____

TITLE: _____

QUICK SERVICE TRANSPORTATION, INC.

BY: _____

TITLE: _____

SECTION C. Effective October 1, 2009, employees in the bargaining unit represented by the Union shall be paid in accordance with the following scales:

	Drivers	Part-Time Dispatchers
Start	9.26	9.36
4 Months	9.50	9.60
1 Year	9.75	9.85
2 Years	9.90	10.00
3 Years	10.15	10.25
4 Years	10.40	10.50
5 Years	10.65	10.75
10 Years	12.00	12.10
15 Years	12.75	12.85
20 Years	13.25	13.35

SECTION D. Employees will receive step increases under the above wage scales effective the payroll period immediately following their anniversary date.

SECTION E. The Employer reserves the right to hire new employees at any level and to advance current employees on the wage scales to higher levels at any time based upon their skill, abilities and prior experience.

SECTION F. Drivers assigned to perform wheelchair lifts will be paid a twenty-five (.25¢) cents per hour premium provided they remain capable and available to perform such work. With the exception of new hires, Drivers who are not currently performing wheelchair lifts will not be eligible for the premium. If a Driver ever refuses to perform such work for any reason other than a valid medical reason set forth in writing by a doctor, the Driver will no longer be eligible for the premium.

SECTION G. Drivers assigned to perform training will be paid a thirty-five (35¢) cents per hour premium for all hours spent performing training.

ARTICLE XXII - 401(k) PLAN

As soon as practicable after the contract is ratified and signed by both parties, the Employer shall institute a 401(k) plan, with the Employer paying all administrative fees, and the Employer matching the following amounts:

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



MISCELLANEOUS

Adrian Fire Department

Monthly Report

January 2012

Fire	Total	Property Loss	Content Loss
Trash or rubbish fire, contained	1		
Mobile property (vehicle) fire, Other	1		
Road freight or transport vehicle fire	1		
Dumpster or other outside trash receptacle fire	1		
	4		
Rescue			
Rescue, EMS incident, other	26		
Medical assist, assist EMS crew	5		
EMS call, excluding vehicle accident with injury	93		
EMS call, PDA	1		
EMS call, refused treatment/transport	2		
Motor vehicle accident with injuries	1		
Vehicle accident with injuries, refused treatment	1		
Motor vehicle/pedestrian accident (MV Ped)	1		
Extrication of victim(s) from vehicle	1		
Rescue or EMS standby	1		
	132		
Hazardous Condition			
Hazardous condition, Other	1		
Gas leak (natural gas or LPG)	1		
Carbon monoxide incident	1		
Power line down	2		
Arcing, shorted electrical equipment	1		
Vehicle accident, general cleanup	1		
	7		
Service Call			
Service Call, other	5		
Person in distress, Other	2		
Lock-out	1		
Water or steam leak	1		
Smoke Investigation, No action taken	1		
550 Public service assistance, Other	1		
	11		
Good Intent			
Dispatched & cancelled en route	2		
	2		
False Alarm			
False alarm or false call, Other	1		
System malfunction, Other	3		
Unintentional transmission of alarm, Other	1		
Sprinkler activation, no fire - unintentional	1		
Smoke detector activation, no fire - unintentional	1		
	7		
Total	163		
Year to Date	163	\$0	\$0
2011 Year to Date	205	\$1,000	\$0

FROM: MARCIA M. BOHANNON, TRANSPORTATION COORDINATOR

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

WEEK END:	JAN 6	JAN 13	JAN 20	JAN 27	JAN 31	TOTAL
MONDAY	0	331	255	349	297	1232
TUESDAY	360	345	349	328	310	1692
WEDNESDAY	349	295	294	378	0	1316
THURSDAY	297	352	330	344	0	1323
FRIDAY	323	309	352	308	0	1292
		1632	1580	1707	607	6855
		JAN	JAN	+/-	DEC	
		2012	2011		2011	
SERVICE DAYS		(21)	(21)		(21)	
SENIORS		912	782	130	979	
HD/CP SENIORS		864	720	144	796	
HANDICAPPED		2879	3027	-148	2577	
WHEELCHAIRS **		301	324	-23	319	
GENERAL		2200	2065	135	1891	
		6855	6594	261	6243	

JANUARY 2011 RIDERSHIP INCLUDES NIGHT SERVICE

FEBRUARY	2010	6267	2011	5861	-6%
MARCH	2010	7288	2011	7638	5%
APRIL	2010	6388	2011	6153	-4%
MAY	2010	5598	2011	6039	8%
JUNE	2010	5639	2011	5767	2%
JULY	2010	5747	2011	5625	-2%
AUGUST	2010	5986	2011	6175	3%
SEPTEMBER	2010	5759	2011	6322	10%
OCTOBER	2010	5722	2011	6330	11%
NOVEMBER	2010	5917	2011	6472	9%
DECEMBER	2010	6195	2011	6243	1%
JANUARY	2011	6594	2012	6855	4%
		73100		75480	3%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS

DEPARTMENTAL REPORT

FEBRUARY 20, 2012

	JANUARY 2012	DECEMBER 2011	JANUARY 2011		
POLICE DEPARTMENT					
Complaints Answered	693	732	706		
VIOLATIONS					
Moving Citations	101	69	135		
3-6 am Parking Tickets	325	157	225		
Non-Moving Citations	15	7	27		
Downtown Parking Tickets	0	0	0		
TOTAL VIOLATIONS	441	233	387		
ARRESTS	84	82	102		
FIRE DEPARTMENT (See M-4)					
INSPECTION DEPARTMENT					
Building Permits	10	13	9		
Electrical Permits	23	17	17		
Mechanical Permits	26	30	21		
Plumbing Permits	8	11	8		
Sidewalk Permits	0	0	0		
Sign Permits	13	7	10		
TOTAL PERMITS	80	78	65		
Estimated Bldg.Costs	\$309,763	\$0	\$0		
PARKING SYSTEM					
Parking Assessment	\$4,443	\$9,705	\$8,694		
Lot Revenue	\$0	\$0	\$0		
Street Revenue	\$0	\$0	\$0		
Misc. Revenue	\$10	\$8	\$7		
Permits	\$200	\$0	-\$75		
Fines	\$0	\$0	\$25		
Collection Fees	\$0	\$0	\$0		
Token Sales	\$0	\$0	\$0		
Contribut-GenFund	\$0	\$30,000	\$0		
TOTAL REVENUE	\$4,653	\$39,713	\$8,651		
WASTE WATER DEPARTMENT					
M. G. Pumped	194,033	227,665	120,806		
Cost of Plant Operation	\$104,937	\$118,791	\$428,681		
WATER DEPARTMENT					
M. G. Pumped	79	79	78		
Number of Customers	6,226	6,237	6222		
	Industrial	Commercial	Residential	Other	TOTAL
M. G. Sold Revenue	\$27,037	\$71,733	\$112,149	\$54,776	\$265,695

*Figure not available

ADRIAN CITY PLANNING COMMISSION
FEBRUARY 7, 2012
REGULAR MEETING
MINUTES

The regular meeting of the Adrian City Planning Commission was called to order by Chair Jacobitz at 7:29 p.m. in the City Chambers at 159 East Maumee Street.

Present: Mike Jacobitz Chair
 Marilyn Schebil Vice Chair
 Chuck Jacobson City Commissioner
 James Caldwell
 Mel Dye
 Brian Watson
 Nancy Weatherby

Also Present: Dave Pate Building Official

Absent: Chad Johnson

APPROVAL OF MINUTES OF THE
JANUARY 10, 2012, REGULAR MEETING

There were no corrections or additions to the minutes. Commissioner Dye moved that the Minutes of the January 10, 2012, regular meeting be approved as presented. Commissioner Schebil supported. Motion carried unanimously.

CASE NO. 11-028
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
TO AN ADAPTIVE REUSE APPLICATION FOR
135 SOUTH MADISON STREET

Mr. Jerry Wright, Vice President of Business Affairs for Adrian College was present. At the December 6, 2011, meeting the Planning Commission tabled the College's request to rezone this property from R-3 Single Family Residential to ERO Education, Research and Office. At the Planning Commission's suggestion the College applied for an adaptive reuse in order to continue to use this property for their Admission House for professional/office purposes and the Guest House for overnight guests. The public hearing opened. Tom Neill, 149 South Madison, felt the Admissions House was a great asset to the community, he lives two doors down from it, is in support of this request. There were no further comments from the audience. The public hearing closed. Commissioner Watson moved that the Planning Commission adopt the following resolution in favor of granting this Adaptive Reuse for Adrian College at 135 South Madison Street.

RESOLUTION

WHEREAS, Adrian College has submitted a request for an Adaptive Reuse of 135 South Madison Street, a single parcel identified in the Case File 11-028, Parcel XA0-785-5004-00, in order to continue the use for professional/office purposes and guest house for overnight guests; and

WHEREAS, the original use of this parcel was a single-family residence with a detached guest house.

WHEREAS, the present use of the parcel is the Admissions House for Adrian College and overnight guest house, which had been allowed through a temporary use permit; and

WHEREAS, the exterior of both structures have had minimal changes from when they were originally constructed; and

WHEREAS, Adrian College has submitted signed petitions from the surrounding neighborhood in support of rezoning this property to allow this use; and

WHEREAS, the Community Development Department has conducted a review of the applicant's request in accordance with the review standards found in the Zoning/Development Regulations, Article IV, Section 4.57 – Adaptive Reuse and/or Mixed Use of Existing Structures;

NOW THEREFORE BE IT RESOLVED that the Adrian City Planning Commission accepts the review and analysis conducted by the Community Development Department to approve this request; and

BE IT FURTHER RESOLVED that based on the support of adjacent neighbors, this request would not be hazardous or disturbing to neighboring uses; and

BE IT FURTHER RESOLVED that based on this neighborhood support, this requested Adaptive Reuse would not have a potentially negative impact on the surrounding residential neighborhood; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission approves this request for Adaptive Reuse as submitted for Parcel No. XA0-785-5004-00 in accordance with said findings.

Commissioner Dye supported. A roll call vote was made.

In Favor of Motion: Caldwell, Weatherby, Watson, Jacobson, Schebil, Dye, Jacobitz

Against Motion: none

Motion carried unanimously.

The Commission asked Mr. Wright what the college plans to do with their rezoning request. Mr. Wright replied that the Adrian College will withdraw their request for the rezoning of this property.

There being no further business the meeting adjourned at 7:34 p.m.

Respectfully submitted,

Denise Cook, Secretary

ZONING BOARD OF APPEALS

FEBRUARY 7, 2012

REGULAR MEETING

MINUTES

The regular meeting of the Zoning Board of Appeals was called to order by Chair Berthold at 6:30 p.m. in the City Chambers at 159 East Maumee Street.

Present: Mike Berthold Chair
 Cindy Bily Vice Chair
 Mike Jacobitz
 Maralee Koleski
 Gerry Burg Alternate

Also Present: Dave Pate Building Official

Absent: Greg DuMars Mayor
 Michael McGrath Alternate

APPROVAL OF MINUTES OF THE
AUGUST 2, 2011, REGULAR MEETING

There were no corrections or additions to the minutes. Board Member Jacobitz moved that the Minutes of the May 3, 2011, regular meeting be approved as presented. Board Member Bily supported. Motion carried unanimously.

CASE NO. 12-001
SIGN VARIANCE REQUEST FOR
ADRIAN COLLEGE, 110 SOUTH MADISON STREET

Mr. Frank Hribar, Vice President of Enrollment and Mr. Jerry Wright, Vice President of Business Affairs for Adrian College were present for this meeting. Also present was Mr. Greg LaPore, District Manager for Sodexo Food Service Company. Adrian College wishes to install two additional wall signs on the Arrington Ice Arena. One of these signs would be on the west side of the building, facing US-223, and is 128 square feet (25.51' x 4.99'). The other sign would be at the east side of the building and is 48 square feet (16' x 3'). There are existing signs on the building presently on the east and north sides and their approximate square footage are:

1. East Elevation is approximately 208 square feet
2. North Elevation is approximately 187 square feet

The College is requesting the following variances in order to have these two additional signs installed:

1. Variance for signage on third (west) elevation. Proposed sign is 128 square feet
2. Variance for total sign square footage on east wall. Existing signage is 208 square feet plus the new sign of 48 square feet for a total of 256 square feet.

The college is zoned ERO which allows up to 200 square foot of signage for wall signs, and signage is permitted on only two elevations. This last fall the College created a site in the upper level of the Arrington Ice Arena for a restaurant facility. It was created in such a way that it needs to be separate from the ice arena and requires its own entrance. This facility is a separate entity from the college. The College has concerns about emergency response personnel's finding this location on campus quickly; feel there needs to be a sign that identifies the separate entrance. Mr. LaPore talked about the company, new restaurant will have 42 employees, want to be part of and contribute to the community, feels variance will help the community as a whole. Tom Neill, 149 South Madison Street, concerned about emergency response issue, ambulances are dispatched from different locations throughout the county and responders may not know the buildings and location of facilities on campus, feels signs are a benefit to the neighborhood, and restaurant needs to be identified, feels this is a barrier that restricts business, in favor of variance. There were no further comments from the audience. Mr. Wright talked about this facility being enclosed and separate from the ice arena. Mr. Pate stated the campus is zoned ERO, and they are opening a business to the general public; the Board should look at this as a separate business. The intent of the ERO District is to permit those businesses and educational facilities which are required to serve the normal daily needs of the occupants and students. The Board decided to treat this request as two separate variances. Board Member Burg moved that the Zoning Board of Appeals approve a variance for a sign on a third elevation of the Arrington Ice Arena, this would be for the proposed signage (128 square feet) on the west side facing US-223. Motion died from lack of support. There was discussion that the ERO District allows for 200 square feet of signage of two sides of the building, and it can say whatever they want. Tom Neill feels the City is trying to sabotage this when it doesn't bother the neighbors and it creates jobs, we got to create jobs, this is affecting no one. Board Member Jacobitz moved that the Zoning Board of Appeals deny this request for signage for the west side of the Adrian College Arrington Ice Arena, 110 South Madison Street. Board Member Bily supported. The Board discussed allowing the signage on the west side since there is no residential, its location will not hinder anything. The Board discussed that it is a matter of fairness, there were no houses near McDonald's or Meijer's either and the Board still denied their requests for an increase in square footage allowed and for signage on more than two elevations. There was discussion that 400 square feet of signage is sufficient for any building or business, it is up to them to allocate the signage any way they wish. The Board then discussed the criteria in regards to the variance for signage on the third elevation.

Findings of Fact (Section 30.22 (2)):

- a. That the alleged hardships or practical difficulties, or both, are exceptional and peculiar to the property of the person requesting the variance, and result from conditions which do not exist generally throughout the city.

After discussion, the Board could not find this in the affirmative.

- b. That the alleged hardships and practical difficulties, or both, which will result from the failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.

After discussion, the Board could not find this in the affirmative.

- c. That allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this chapter, the individual hardships that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

Don't see this affecting anyone's property. The Board finds this in the affirmative.

The Board could not find sufficient evidence to support all the findings in the affirmative. A roll call vote was made.

In Favor of Motion: Koleski, Jacobitz, Bily, Berthold

Against Motion: Burg

Motion carried.

The Board then discussed the findings for the variance to increase the square footage allowed for signage on the east side of the building.

Findings of Fact (Section 30.22 (2)):

- a. That the alleged hardships or practical difficulties, or both, are exceptional and peculiar to the property of the person requesting the variance, and result from conditions which do not exist generally throughout the city.

The applicant has a valid point to show the location of this facility. This is something of a unique situation, of a business inside a building that has its own separate entrance to it, would be benefit to first responders, the building sits far off the street and there is a large parking lot in front of it. Also, the size of the building itself keeps it so the signs don't look so out of proportion, feel this is a unique piece of property. This has been found in the affirmative.

- b. That the alleged hardships and practical difficulties, or both, which will result from the failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.

After discussion, the Board could not find this in the affirmative.

- c. That allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this chapter, the individual hardships that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

After discussion, the Board finds this in the affirmative.

The Board could not find sufficient evidence to support all the findings in the affirmative. Board Member Bily moved that the Zoning Board of Appeals deny a request for variance for additional signage on the east side of the Adrian College Arrington Ice Arena, 110 South Madison Street. Board Member Koleski supported. A roll call vote was made.

In Favor of Motion: Jacobitz, Bily, Koleski

Against Motion: Burg, Berthold

Motion carried.

The Board felt the ordinance allows sufficient square footage for signage to get what the applicant needs, may need to rearrange existing signage in order to do this.

There being no further business the meeting adjourned at 7:26 p.m.

Respectfully submitted,

Denise Cook, Secretary