



# PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION  
AGENDA  
PRE-MEETING STUDY SESSION  
MARCH 7, 2011  
5:30 P.M.**

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The City Commission will meet for a pre-meeting study session on Monday, March 7, 2011 at 5:30 p.m. in the City Chambers Building, 159 E. Maumee St., to discuss the following:

- I. CLOSED SESSION to Discuss Property Acquisition
- II. Other Items as Time Permits



# COMMISSION AGENDA

**AGENDA  
ADRIAN CITY COMMISSION  
MARCH 7, 2011  
5:30 P.M.**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- I I. ROLL CALL
- I I I. APPROVAL OF MINUTES OF THE FEBRUARY 23, 2011 REGULAR (rescheduled) MEETING OF THE ADRIAN CITY COMMISSION
- I V. PRESENTATION OF ACCOUNTS
- V. COMMUNICATIONS
  - 1. **C-1. Finance Department.** State Revenue Sharing update comparing estimated and actual revenue sharing.
- V I. PUBLIC COMMENTS
- V I I. REGULAR AGENDA
  - A. RESOLUTIONS
    - 1. **R11-018. Engineering Dept.** Resolution to approve temporary overnight parking in City lots, under certain conditions, when the owner purchases an annual permit.
    - 2. **R11-019. Transportation Dept.** Resolution to approve Agreement No. 2007-0156 with MDOT to provide funding assistance for Dial-A-Ride services and authorizing the Mayor and City Clerk to execute said agreement on behalf of the City of Adrian.
    - 3. **R11-020. Transportation Dept.** Resolution to approve an amendment to the Master Agreement with MDOT (Contract 2007-0156/A1) for Dial-A-Ride services and authorizing the Mayor to execute said agreement.
    - 4. **R11-021. Transportation Dept.** Resolution to approve MDOT Project Authorizations for any programs designed by the City of Adrian and for any amount determined by the City of Adrian pertaining to passenger transportation related services and authorizing the Mayor and/or City Clerk to execute said Project Authorizations.
    - 5. **R11-022. Administration.** Resolution to approve a Uniform Video Services Local Franchise Agreement with D & P Communications, Inc. and authorizing the City

Administrator to execute all documents pertaining to same.

6. **R11-023. Parks & Recreation.** Resolution to award a bid for baseball/softball uniforms for the 2011 season.

V I I I. PUBLIC COMMENTS

I X. COMMISSION COMMENTS



# MINUTES

**MINUTES  
ADRIAN CITY COMMISSION  
FEBRUARY 23, 2011  
7:00 P.M.**

Official proceedings of the February 23, 2011 regular rescheduled meeting of the City Commission, Adrian, Michigan. The February 21, 2011 meeting was rescheduled due to lack of a quorum.

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

PRESENT: Mayor Pro-Tem DuMars, Commissioners Warren, Osborne, Carrico and Steele

ABSENT: Mayor McDowell, Commissioner Clegg

Mayor Pro-Tem DuMars in the Chair.

Commissioner Steele moved to excuse Mayor McDowell & Commissioner Clegg, seconded by Commissioner Carrico, motion carried by a unanimous vote.

Commissioner Steele moved to approve the minutes of the February 7 2011 regular meeting of the Adrian City Commission, seconded by Commissioner Carrico, motion carried by a unanimous vote.

**PRESENTATION OF ACCOUNTS**

Utility Department Receiving Fund Voucher #3407 through #3415	\$139,411.22
General Fund Vouchers #20297 through #20317	\$312,412.86
Clearing Account Vouchers amounting to	<u>\$237,615.39</u>
TOTAL EXPENDITURES	<u>\$689,439.67</u>

On motion by Commissioner Carrico, seconded by Commissioner Steele, motion carried by a unanimous vote.

**REGULAR AGENDA**

**RESOLUTION R11-013**

**RE: TRANSPORTATION OFFICE – Authorization to Execute Professional Services Contract with Mobil Advertising, LLC, to Broker Advertising Space on Dial-A-Ride Buses**

WHEREAS, the City of Adrian desires to continue and enhance provisions of Dial-A-Ride transportation services through enhancement of own-source revenues; and

WHEREAS, the Dial-A-Ride Program has solicited and received a proposal from Mobil Advertising, LLC, Adrian, MI to broker advertising space on Dial-A-Ride vehicles; and

WHEREAS, Mobil Advertising, LLC, intends to contract artwork and design services through Next Step Design, Inc. and have the vehicle "wraps" done by Wright Signs, Inc., Adrian, MI; and

WHEREAS, Mobil Advertising, LLC, will pay the City of Adrian no less than \$275.00 monthly and no more than \$325.00 monthly per wrapped vehicle; and

WHEREAS, the Transportation Coordinator and City Administrator recommend that the competitive bid process be waived in favor of engaging Mobil Advertising, LLC, Adrian, MI in the City's Standard Professional Services Contract for the purpose of brokering advertising space on Dial-A-Ride vehicles; and

WHEREAS, the Finance Director indicates that the proposed contract is cost free and that the FY2010-11 Transportation Fund (588) revenue budget will be amended based on actual experience going forward.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of Mobil Advertising, LLC, Adrian, MI in the City's Standard Professional Services Contract for the purpose of brokering advertising space on Dial-A-Ride vehicles.

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

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

#### **RESOLUTION R11-014**

**RE: TRANSPORTATION – Authorizing Application for State Operating Assistance for Transportation Services and Appointing Transportation Coordinator**

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 Act 94 to provide a local transportation program for the state fiscal year of 2012 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for THE APPLICANT 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 for this agency have been reviewed and approved by THE APPLICANT; and

WHEREAS, THE APPLICANT has reviewed and approved the proposed balanced (surplus) budget and funding sources of estimated federal funds of \$66,409; estimated state funds of \$154,069; estimated local funds of \$104,056; estimated fare box funds of \$90,522 and estimated other funds of \$0.00, with total estimated expenses of \$415,056.

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 2012.

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

#### **RESOLUTION R11-015**

**RE: POLICE DEPARTMENT – ACCEPTANCE OF HOMELAND SECURITY  
GRANT AWARD TO PURCHASE RADIO EQUIPMENT IN COMPLIANCE  
WITH THE PUBLIC SAFETY INTEROPERABILITY CONTRACT**

WHEREAS, the U.S. Department of Homeland Security, through the Lenawee County Emergency Management Office, has awarded the City of Adrian a grant in the amount of \$30,412.80 to purchase radio equipment in order to comply with the Federal Public Safety Interoperability Contract, effective in 2014; and

WHEREAS, the total cost of the project amounts to \$40,360.36, including a local match requirement of \$6,082.56 (16.7%) and \$3865.00 of ancillary equipment; and

WHEREAS, the total inventory of equipment to be acquired and installed by Adrian Communications includes:

- 13 Mobile Radios
- 33 Portable Radios w/ Speaker MIC
- 4 Backup Portable Radios
- 25 Swivel Holders
- 23 Reprogramming of Existing Radios; and

WHEREAS, the Finance Director indicates that sufficient funds are available, for the grant match and ancillary equipment, in the Police Department Capital Equipment Account (101-301.00-977.000); and

WHEREAS, the Police Chief and City Administrator recommend acceptance of the Homeland Security Public Safety Interoperability Contract Grant Award in the amount of \$30,412.80, approval of the grant match in the amount of \$6,082.56, authorization for acquisition and installation of all equipment, including ancillary

equipment at a cost of \$3,865.00 from Adrian Communications, Adrian, MI, for a total project cost of \$40,360.36 and approval of the necessary budget amendments.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, authorizes acceptance of the Homeland Security Public Safety Interoperability Contract Grant Award in the amount of \$30,412.80, approval of the grant match in the amount of \$6,082.56, authorization for acquisition and installation of all equipment, including ancillary equipment at a cost of \$3,865.00, from Adrian Communications, Adrian, MI, for a total project cost of \$40,360.36.

BE IT, FURTHER, RESOLVED that the FY2010-11 Budget be amended as follows:

**General Fund**

Revenue:

(101-301.00-509.000)	Police Dept. - Homeland Security Grant	\$30,413
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Expenditures:

Police Department:

(101-301.00-977.000)	Police Capital Equipment	<u>30,413</u>
	Total	<u>\$ -0-</u>

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

**RESOLUTION R11-016**

**RE: DEPARTMENT OF PARKS & RECREATION – Congestion Mitigation Air Quality (CMAQ) Contract Agreement with the Michigan Department of Transportation (MDOT) to Construct Non-Motorized/Pedestrian Bridge Extending Kiwanis Trail into Riverside Park**

WHEREAS, the Adrian City Commission, by Resolution #R09-085 dated May 4, 2009, authorized the submission of a Congestion Mitigation Air Quality (CMAQ) grant application to fund non-motorized/pedestrian bridge construction extending Kiwanis Trail into Riverside Park; and

WHEREAS, the Adrian City Commission, by Resolution #R10-064 dated May 17, 2010, accepted the aforementioned grant award and financing for this project will be administered by the Michigan Department of Transportation (MDOT); and

WHEREAS, the subject contract [Control Section 46400, Job Number 10021, Project CM 1046 (020), Federal Item No. RR 7395, CFDA No. 20.205, and Contract No. 10-5665] includes a pre-bid estimate of \$497,650 for total project cost, including Federal funding of \$398,120, leaving a balance of local match amounting of \$99,530 (20%), together with design engineering fees of \$18,000, equal a total local obligation of \$117,530 previously appropriated for this project; and

WHEREAS, MDOT has requested a certified resolution of the City Commission authorizing the Mayor and City Clerk to sign the subject contract; and

WHEREAS, the Director of Parks & Recreation and City Administrator recommend approval of this resolution authorizing the Mayor and City Clerk to sign

the Congestion Mitigation Air Quality (CMAQ) Contract Agreement with the Michigan Department of Transportation (MDOT) to Construct Non-Motorized/Pedestrian Bridge Extending Kiwanis Trail into Riverside Park .

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes the Mayor and City Clerk to sign the Congestion Mitigation Air Quality (CMAQ) Contract Agreement with the Michigan Department of Transportation (MDOT) to Construct Non-Motorized/Pedestrian Bridge Extending Kiwanis Trail into Riverside Park.

BE IT, FURTHER, RESOLVED that a certified copy of this resolution be provided to the Michigan Department of Transportation (MDOT).

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

#### **RESOLUTION R11-017**

**RE: ADMINISTRATION – Use of Water Tower and Fire Department Communication Tower for Location of Wireless Communication System Antennas**

WHEREAS, D & P Communications has requested the use of the fairgrounds water tower and the Fire Department communication tower for location of antennas for the development of a wireless communication system; and

WHEREAS, the City Administrator, Utilities Director and Fire Chief have discussed the request and have negotiated a proposed agreement that is consistent with prior agreements made with other wireless providers; and

WHEREAS, the proposed agreement approves access as requested and provides a level of free connections and \$300.00 per month in revenue, said proposed agreement being attached hereto.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the proposed agreement is hereby approved and that the City Administrator is authorized to execute the agreement on behalf of the City of Adrian.

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

#### **MISCELLANEOUS**

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

#### **PUBLIC COMMENTS**

There were none.

## **COMMISSION COMMENTS**

1. Commissioner Carrico commended the cleanup crews (DPW & Parks) for the great job they are doing with the storm damage cleanup.

The next regular meeting of the Adrian City Commission will be held on Monday, March 7, 2011 at 7:00 p.m. in the Chambers Building located at 159 E. Maumee St., Adrian, MI 49221.

Greg DuMars  
Mayor Pro-Tem

Pat Baker  
City Clerk

March 7, 2011

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

  
\_\_\_\_\_  
Dane C. Nelson  
City Administrator

DCN:bjw

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

Utility Department Vouchers

Vouchers #3416 through #3418..... \$ 113,975.01

General Fund

Vouchers #20318 through #20335 ..... \$ 381,956.75

Clearing Account Vouchers

amounting to..... \$ 909,577.21

TOTAL EXPENDITURES ..... \$1,405,508.97

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

March 7, 2011

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
3416	City of Adrian: Payroll	Payroll for Feb 18	\$ 72,576.80
3417	City of Adrian: Clearing Acct	Feb 21 Check Register	\$ 27,986.46
3418	Consumers Energy	Various Electric Bills	\$ 41,398.21

**Total** \$ 141,961.47  
Less: CK #3417 \$ 27,986.46

**TOTAL** \$ 113,975.01

WW = \$ 78,439.06

WAT= \$ 63,522.41

7-Mar-11

GENERAL FUND  
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
20318	\$ 222,828.76	City of Adrian: Payroll	Payroll for Feb 18
20319	\$ 17,474.85	First Federal Bank	Soc Security for Feb 18
20320	\$ 10.00	City of Adrian	Dog License Certificate
20321	\$ 98,714.36	City of Adrian: Clearing Acct	Feb 21 Check Register
20322	\$ 4,412.71	Quick Service Transportation	Payroll W/E Feb 19
20323	\$ 108,038.47	Blue Cross Blue Shield of MI	March Hospitalization Ins
20324	\$ 10.00	Norman Horton	Recycle Refund
20325	\$ 100.00	City of Adrian: Auto Parking	Correct Receipt
20326	\$ 12,890.35	Consumers Energy	Various Electric Bills
20327	\$ 323.01	Frontier	Various Phone Bills
20328	\$ 2,061.08	US Postmaster	Assessing Postage Exp
20329	\$ 321.01	City of Adrian	Petty Cash
20330		City of Adrian: Utilities	Transfer State MI Funds
20331	\$ 30.00	Sara Johnson	Recreation Refund
20332	\$ 185.00	Rachel Bagie	Recreation Refund
20333		City of Adrian: Utilities	Transfer State MI Funds
20334	\$ 8,634.07	Citizens Gas Fuel Co	Various Heat Bills
20335	\$ 4,637.44	Quick Service Transportation	Payroll W/E Feb 26

\$ 480,671.11  
\$ (98,714.36) Less: CK# 20321  
**\$ 381,956.75**

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. A.M.E. ENTERPRISES, LLC	24.00		
2. ABSOPURE WATER COMPANY	213.50		
3. ADRIAN HARDWARE & SUPPLY CO	129.10		
4. ADRIAN MECHANICAL SERVICES C	208.00		
5. ADRIAN PAINTERS SUPPLY & EQU	105.05		
6. ADRIAN WATER CONDITIONING IN	19.50		
7. ADVANCE AUTO PARTS COMMERCIA	24.23		
8. AIRGAS GREAT LAKES	60.43		
9. ALERE TOXICOLOGY SERVICES IN	493.00		
10. ALL METALS INC.	80.99		
11. ALLEN COUNTY PUBLIC LIBRARY	7.50		
12. AMERICAN LIBRARY ASSOCIATION	394.85		
13. AMERICAN MEDICAL ASSOCIATION	803.95		
14. MARK ANDERSON	53.00		
15. APPLE MAT RENTAL	480.40		
16. APPLIED INDUSTRIAL TECHNOLOG	294.00		
17. ARCH WIRELESS	34.67		
18. ASSOCIATED ENGINEERS	1,500.00		
19. BAKER & TAYLOR BOOKS	1,639.97		
20. BANK OF NEW YORK MELLON	578,602.59		
21. BATTERY WHOLESALE	19.02		
22. BEAUBIEN INC.	260.00		
23. BLACK BOOK	128.00		
24. BOOK OF THE MONTH CLUB	38.22		
25. BWI	130.93		
26. C-N CONSTRUCTION SUPPLIES IN	140.19		
27. CDW-G COMPUTER SUPPLIES	408.73		
28. CLIFT BUICK-GMC	55.54		
29. ERNIE CLOSE	300.00		
30. COMPUTER CARE COMPANY, INC.	229.85		
31. THE DAILY TELEGRAM	1,000.00		
32. DAN'S FARM SUPPLY INC	375.18		
33. ROGER DONALDSON AIA PLC	2,254.00		
34. EASTERN MI UNIVERSITY	2,400.00		
35. ENGLEWOOD ELECTRICAL SUPPLY	288.11		
36. FASTENAL COMPANY	343.04		
37. FEDERAL EXPRESS	179.92		
38. MICHAEL FREDERICK	16.00		
39. FYR-FYTER SALES & SERVICE	235.00		
40. GALE	62.25		
41. GALLANT & SON	219.62		
42. J.O. GALLOUP COMPANY	503.97		
43. GLEASON CONSTRUCTION COMPANY	81,579.44		
44. GOODWILL INDUSTRIES	126.00		
45. GRAINGER INC.	49.14		
46. GRAPHICS UNLIMITED	240.00		
47. GREY FOX FLORAL	392.85		
48. HACH COMPANY	78.95		
49. HADDEN TIRE COMPANY	110.00		
50. RICHARD L HAMILTON	48.00		
51. SHAWN HATTERY	158.99		
52. D HILL ENVIRONMENTAL	200.00		
53. HILLS AUTO & TRUCK REPAIR IN	1,433.05		
54. HUBBARD AUTO CENTER	456.62		
55. DAVID HUBBARD	217.34		
56. ICMA RETIREMENT CORPORATION	155.76		
57. IDEXX LABORATORIES, INC.	2,696.40		
58. INGRAM LIBRARY SERVICES	74.61		
59. INTERNATIONAL ASSOC OF FIRE	204.00		
60. INTERNATIONAL CODE COUNCIL I	319.00		
61. JACKSON AUTOMATIC SPRINKLER,	298.50		
62. KNISEL'S TREE SERVICE	1,400.00		
63. KRIEGHOFF-LENAWEE COMPANY	1,819.00		
64. WALTER GREG LANFORD	58.30		
65. LEGACY PRINTING	48.65		
66. LENAWEE COUNTY LIBRARY	18.00		
67. LENAWEE FUELS INC	348.54		
68. LENAWEE TIRE & SUPPLY CO	784.89		
69. LONG'S SMALL ENGINE SERVICE	41.96		
70. MAGIC CARPET THEATRE	250.00		
71. MASSON'S ELECTRIC, INC	2,184.05		
72. MC SPORTS	142.73		
73. MCGOWAN ELECTRIC SUPPLY INC	639.92		
74. MICHIGAN AMATEUR SOFTBALL	2,454.00		
75. MICHIGAN CHAMBER SERVICES I	210.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. MICHIGAN FIRE INSPECTOR'S SO	285.00		
77. MICHIGAN MUNICIPAL LEAGUE	70.00		
78. MICHIGAN MUNICIPAL WORKER'S	48,557.00		
79. MICHIGAN PIPE & VALVE INC	50.00		
80. MICHIGAN POLICE TRAINING	295.00		
81. STATE OF MICHIGAN	739.50		
82. MICHIGAN WATER ENVIROMENT AS	330.00		
83. MICROMARKETING LLC	1,103.61		
84. MIDWEST COLLABORATIVE FOR	402.26		
85. MIDWEST GAS INSTRUMENT SERVI	730.00		
86. MUNICIPAL CODE CORPORATION	957.10		
87. MUNICIPAL EMPLOYEES' RETIRE	81,770.09		
88. NORTH AMERICAN SALT COMPANY	13,176.06		
89. OCE IMAGISTICS INC	141.67		
90. THE OHIO AQUATIC COUNCIL	340.00		
91. OLIVER OF ADRIAN, INC.	6,073.00		
92. DAVID PATE	140.00		
93. PAYBACK FOR EDUCATION	125.00		
94. LYNN PEAVEY CO	137.45		
95. PEERLESS SUPPLY INC	22.60		
96. PITNEY BOWES INC	116.22		
97. PLATINUM PLUS	2,032.86		
98. POLARIS LIBRARY SYSTEMS, INC	312.00		
99. PRINTING SYSTEMS INC	309.44		
100. PRO-MED UNIFORM	294.00		
101. PVS TECHNOLOGIES INC	5,483.02		
102. QUICK SERVICE TRANSPORTATION	465.77		
103. QUILL CORPORATION	361.99		
104. RAFT	30.00		
105. RITE PARTS INTERNATIONAL CO	129.00		
106. CHARLES SCHMENK	84.00		
107. SEBCO BOOKS	1,405.80		
108. SERVICE LAMP CORP.	780.00		
109. SHOEMAKER HEATING INC	35.00		
110. SLUSARSKI EXCAVATING & PAVIN	445.00		
111. CAROL SOUCHOCK	88.86		
112. SPENCER MANUFACTURING INC.	74.00		
113. STATE CHEMICAL MFG CO.	254.13		
114. STEVENS DISPOSAL	38,789.50		
115. T-MOBILE	29.99		
116. TDS SECURITY	483.00		
117. TRACTOR SUPPLY COMPANY	163.76		
118. TRUCK & TRAILER SPECIALITIES	60.42		
119. TTB CLEANING LLC	3,325.00		
120. U S POSTMASTER	440.00		
121. UNUM LIFE INSURANCE COMPANY	2,281.22		
122. USA BLUEBOOK	471.37		
123. UTILITIES INSTRUMENTATION SE	798.00		
124. VICTORY LANE QUICK OIL CHG	48.95		
125. WEISKOPF INDUSTRIES CORP	113.10		
126. KRISTEN WETZEL	300.00		
127. CURT WHITING	36.45		
128. DANIEL WRIGHT	95.03		
**TOTAL ALL CLAIMS**		909,577.21	



# COMMUNICATIONS

C-1

# MEMO

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

From: Jeffrey C. Pardee, Finance Director 

Re: **State Revenue Sharing - Update**

Date: February 28, 2011

Actual Revenue Sharing payments for August, October, December and February have been received and recorded. A comparison between estimated and actual, categorized by Constitutional and Statutory, is provided as follows:

<u>August</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
Constitutional	\$236,159	\$240,888	\$ 4,729	2.0 %
Statutory	133,106	133,301	195	0.1 %
Total	<u>\$369,265</u>	<u>\$374,189</u>	<u>\$ 4,924</u>	1.3 %

<u>October</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
Constitutional	\$243,447	\$250,529	\$ 7,082	2.9 %
Statutory	130,148	130,148	-0-	0.0 %
Total	<u>\$373,595</u>	<u>\$380,677</u>	<u>\$ 7,082</u>	1.9 %

<u>December</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
Constitutional	\$229,419	\$229,086	\$ ( 333)	(0.1) %
Statutory	115,358	115,357	( 1)	( 0.0)%
Total	<u>\$344,777</u>	<u>\$344,443</u>	<u>\$ ( 334)</u>	(0.1) %

<u>February</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
Constitutional	\$250,004	\$264,121	\$ 14,117	5.6 %
Statutory	106,484	79,619	( 26,865)	(25.2)%
Total	<u>\$356,488</u>	<u>\$343,740</u>	<u>\$ ( 12,748)</u>	(3.6) %

<u>August thru February</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
Constitutional	\$ 959,029	\$ 984,624	\$ 25,595	2.7 %
Statutory	485,096	458,525	(26,671)	(5.5)%
Total	<u>\$1,444,125</u>	<u>\$1,443,049</u>	<u>\$ ( 1,076)</u>	(0.1)%

Adjustments due to Sales Tax revenue impact both Constitutional and Statutory Revenue Sharing payments because they are formula driven. Legislative adjustments affect only Statutory Revenue Sharing payments and are driven by budget considerations. Statutory Revenue Sharing is becoming a smaller percentage of the total. For FY2008-09, Constitutional comprised 64% of Revenue Sharing payments, while Statutory Revenue Sharing made up 36% of the total. For FY2010-11, Constitutional comprises 70% (est. \$1,411,351) of Revenue Sharing payments, while Statutory Revenue Sharing makes up only 30% (est. \$591,580) of the total (est. \$2,002,931).

### **Future Considerations**

Two considerations need discussing: First is the Governor's FY2011-12 Budget Recommendation; Second is the impact of the 2010 Census on distribution of State Revenue Sharing.

The Governor's FY2011-12 Budget Recommendation proposes to reduce Statutory Revenue Sharing from \$300 million to \$200 million statewide. The remaining \$200 million would not be distributed by "simply writing a check" to local government, but instead would be tied to the implementation of best practices, defined by the Governor as follows:

1. Accountability and Transparency – using dashboards and citizen's guides as is currently being implemented by the State;
2. Being more responsible in dealing with employee compensation matters, especially legacy costs;
3. Showing progress in service sharing and consolidation initiatives, with either neighboring entities or the State.

The Governor indicated that the details will be unveiled in March, as part of a special message on government reform.

### **2010 Census**

The 2010 Census was conducted on April 1, 2010. The actual population counts will not be released by the U.S. Census Bureau until late April 2011. The total FY 2011 revenue sharing payment each local unit will receive will be based on the actual 2010 Census population count. However: the October 2010 through April 2011 payments will be based on the 2000 Census population count; and the June and August 2011 payments will be adjusted so that the total amount each local unit receives for FY 2011 (October 2010 to September 2011) is based on the actual 2010 Census population count.

### **FY 2011 Revenue Sharing Estimates**

The Michigan Department of Treasury prepared FY 2011 revenue sharing payment estimates based on the sales tax estimates from the May 21, 2010, Consensus Revenue Estimating Conference, Governor Granholm's FY 2011 Executive Budget recommendation, and the 2000 Census population count. Please note these estimates do not include any 2010 Census population projections. Actual payments will differ from these estimates after the 2010 Census population count for each local unit has been accounted for. The actual payments may also differ from these estimates if actual sales tax collections are higher or lower than projected, and/or if the Legislature appropriates more or less than the Governor recommended.

If you have any questions or need for further information, please contact my office.



# REGULAR AGENDA

R-1

# MEMO

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DATE: March 1, 2011  
TO: Honorable Mayor and City Commission  
FROM: Dane C. Nelson, City Administrator  
SUBJECT: Overnight Parking in City-Owned Lots

During the discussion of overnight parking in city-owned downtown lots, staff was asked to address a concern expressed by certain property owners that hold liquor licenses. On occasion, patrons of such establishments could be in a condition, due to the consumption of alcohol, where it would be inappropriate for the operator to drive a motor vehicle that had been parked in a city lot. The concern is that a ticket could be issued to the operator in the event a motor vehicle is left in the lot overnight without a city permit. Staff has analyzed the concern and has developed a procedure to address the request.

Essentially, such an establishment would buy an annual permit at a cost of \$100.00 per year, which would allow temporary overnight parking permits for up to 4 vehicles. If a business owner would need to use a permit, central dispatch would be notified by the property owner about the overnight parking of the vehicle, with the permit to then be placed on the motor vehicle dashboard. If possible, the car would be moved to an area designated for overnight parking. Attached is a memo which more fully explains the process to be used. I have attached a resolution to approve the process and to authorize the cost of the annual permit.

Respectfully submitted,

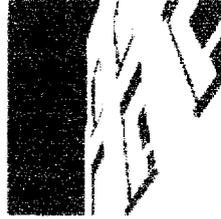
  
Dane C. Nelson  
City Administrator

DCN:bjw

Attachments



downtown



adrian

**February 2011**

**Temporary Overnight Downtown Parking process:**

Owners of downtown establishments that serve alcohol pay an annual \$100 fee that allows *temporary overnight parking permits* for up to four vehicles. Additional *temporary overnight parking permits* may be secured in allotments of four by paying an additional annual \$100 fee.

Once a business pays the fee, the city will generate a reproducible document that has the business name, space for vehicle and date information, and a number that is unique. The number identifies the business, the quadrant of the city where the business resides, and where temporary overnight vehicles park.

These downtown businesses ask patrons for the keys to their vehicles so that impaired drivers do not populate Adrian streets.

Once filled out, a completed copy of the document is placed on the driver's side dash.

If possible, vehicles belonging to these affected patrons are moved to designated overnight parking areas in city lots.

Owners or their designees call central dispatch – 517.263.0524 - and notify of the make, color, permit number, and location of the vehicle.

Any tickets written are voided by APD.

If it is necessary to tow a vehicle, the vehicle owner will be liable for that expense.

**R11-018**

March 7, 2011

**RE: ENGINEERING DEPT. – Overnight Parking In City-Owned Lots**

**RESOLUTION**

WHEREAS, downtown business owners have requested the City to develop a system to provide for overnight parking in city lots on a temporary or limited basis; and

WHEREAS, City staff has prepared a process to allow for limited overnight parking in downtown lots by the sale of annual permits.

NOW, THEREFORE, IT IS RESOLVED that the attached process for temporary overnight parking is approved and that the price for such annual permits shall be set at \$100.00 per year for up to four (4) vehicles; and be it

FURTHER, RESOLVED that permits shall be sold on an annual basis to commence on the date of purchase.

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

R-2

**R11-019**

March 7, 2011

**RE: DIAL-A-RIDE – Resolution to Approve Agreement with MDOT for Funding Assistance for Dial-A-Ride Services**

**RESOLUTION**

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

WHEREAS, a Project Authorization has been proposed which provides FY2011 Section 5311 Operating Assistance for such service (effective October 1, 2010 and expires September 30, 2011, based on 18.5% of the estimated eligible costs), which is \$58,302. The maximum amount to be paid will not exceed 18.5% of the audited costs, and if funds are insufficient to reimburse at 18.5% of audited costs, a new reimbursement percentage will be calculated for all agencies, and be it

RESOLVED, that the City Commission of the City of Adrian does hereby approve the proposed Agreement No. 2007-0156, Authorization No. Z13 for FY2011 Section 5311 Operating Assistance; and be it

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

HEREBY, authorizes the Mayor, Gary E. McDowell, and City Clerk, Pat Baker, to execute Authorization #Z13 for and on behalf of the City of Adrian.

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

Date: January 20, 2011  
Agreement No.: 2007-0156  
Authorization No.: Z13  
Project No.: 112502  
Agenda: SAB

**PROJECT AUTHORIZATION  
CITY OF ADRIAN  
FY 2011 SECTION 5311 OPERATING**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2010  
Authorization Expiration Date: September 30, 2011  
Fiscal Year of Effective Contract Clauses: 2011

The Federal Grant associated with the PROJECT AUTHORIZATION is MI-18-X050.  
Grant Year: 2010 Federal Item Number: WK0050 Project is not R&D.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Other Than Urbanized Areas Program is 20.509.

Funding reflects the amount of funds currently available under the Federal Appropriation. If additional funds become available, a grant amendment and PROJECT AUTHORIZATION will be prepared.

Payments to the AGENCY under this PROJECT AUTHORIZATION will be based on 18.5% of the estimated eligible costs, which are \$58,302. The maximum amount to be paid will not exceed 18.5% of the AGENCY'S audited costs. If Section 5311 operating assistance funds are insufficient to reimburse at 18.5% of audited costs, a new reimbursement percentage will be calculated for all participating agencies.

In accordance with Section 7 of the Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$25,000. All agencies who are not self-certified must submit third party contracts over \$25,000 to MDOT for approval. Please refer to Section 7 in the Master Agreement for competitive bidding requirements.

The AGENCY will be financially and legally responsible for the terms and conditions of the 5333(b) labor warranty as agreed to in your annual application.

The AGENCY agrees to prepare and furnish to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Instructions on preparing the report are available in the "Local Public Transit Revenue and Expense Manual" (October 1, 2010 through September 30, 2011). The manual is available on the web at [www.michigan.gov/mdotptd](http://www.michigan.gov/mdotptd).

**Funding source:**  
2011/7509 \$58,302 (F)

PRF No.: 2011-239

**CITY OF ADRIAN**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Title: Bureau Director  
Bureau of Passenger Transportation

R-3

**R11-020**

March 7, 2011

**RE: DIAL-A-RIDE - Amendment to MDOT Master Agreement to MDOT Contract No. 2007-0156/A1**

**RESOLUTION**

WHEREAS, the City of Adrian has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for passenger transportation related services; and

WHEREAS, the City of Adrian did approve Master Agreement No. 2007-0156; and

WHEREAS, an AMENDMENT (Contract No. 2007-0156/A1) to this Agreement has been issued in order to revise the third-party contracting procedures, retroactive to the effective date of the AGREEMENT, for program years FY2007 through FY2011; and

NOW, THEREFORE, be it resolved that the Mayor, Gary E. McDowell, is hereby authorized and directed to execute said agreement for and on behalf of the City of Adrian.

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

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF ADRIAN**

**AMENDMENT**

THIS AMENDATORY AGREEMENT is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the City of Adrian, hereinafter referred to as the "AGENCY," for the purpose of amending Master Agreement No. 2007-0156, effective October 1, 2006, hereinafter referred to as the "AGREEMENT."

WITNESSETH:

WHEREAS, the AGREEMENT sets forth the terms and conditions that govern project authorizations issued for program years FY 2007 through FY 2011; and

WHEREAS, the parties desire to amend the AGREEMENT to revise the third-party contracting procedures; the revised procedures will be retroactive to the effective date of the AGREEMENT;

NOW, THEREFORE, the parties agree that the AGREEMENT be and that the same is amended as follows:

1. In order to revise the third-party contracting procedures, retroactive to the effective date of the AGREEMENT, Section 7 of the AGREEMENT is amended to read as follows:

**"7. THIRD-PARTY CONTRACT PROCEDURES**

Unless the AGENCY has been certified in accordance with COMMISSION policy and is the direct recipient of FEDERAL funding for the procurement, the AGENCY will submit to the DEPARTMENT for approval all contracts, including amendments, between the AGENCY and a party other than the DEPARTMENT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in COMMISSION policy prior to said contracts being signed by the AGENCY. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

DEPARTMENT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any

such approvals by the DEPARTMENT be construed as a warranty of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

a. PROJECT-Related Procurement: If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through the DEPARTMENT for the procurement, the AGENCY will submit to the DEPARTMENT copies of the following procurement documents for review and approval by the DEPARTMENT for solicitations over the amount identified in COMMISSION policy.

i. Prior to solicitation:

- (a) Invitations for Bids (IFBs) and Requests for Proposals (RFPs) when either of these methods of procurement is used.
- (b) Amendments to the above, to be submitted by the AGENCY prior to distribution.
- (c) Any specifications, plans, drawings, and quantity figures to be included in the IFBs or RFPs.

ii. After solicitation:

- (a) Unsigned third-party contracts.
- (b) Copies of selected bids or proposals. (The AGENCY will retain copies of all other bids and proposals received.)
- (c) Lists that include the names of all bidders or proposers, the amount of each bid or the score for each proposal, responsible and responsive determinations, and identification of the selected bids or proposals.

b. Competitive Procurement: If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through the DEPARTMENT for the procurement, the AGENCY will comply with the following requirements:

i. The AGENCY will follow the procedures outlined in the "MDOT Procurement Guidelines," dated February 1, 2011, or as revised for

any procurement after February 1, 2011. All purchases must comply with federal, state, and local requirements, as applicable.

- ii. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Three Thousand Dollars (\$3,000.00) or, as an alternative, will document compliance with the provisions of subsections iii or iv below.
- iii. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to One Hundred Thousand Dollars (\$100,000.00), except for purchases up to Three Thousand Dollars (\$3,000.00), or, as an alternative, will document compliance with the provisions of subsection iv below.
- iv. The AGENCY will solicit and advertise for competitive bids/proposals for purchases of One Hundred Thousand Dollars (\$100,000.00) or greater, except for contracts for architectural and engineering services. The AGENCY will ensure that there is an adequate number of qualified bidders/proposers. The AGENCY may award a contract to a responsible proposer other than the lowest in price provided that appropriate provision for such action is included in the RFP. Justification for such selection will be provided to the DEPARTMENT prior to the award of the contract.
- v. The AGENCY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for contracts for architectural and engineering services. The AGENCY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541, regardless of the dollar amount of the project.”

- 2. All other provisions of the AGREEMENT, except as herein amended, remain in full force and effect as originally set forth.
- 3. The AGENCY waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend the AGREEMENT.

4. This Amendatory Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Agreement and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

CITY OF ADRIAN

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director



R-4

**R11-021**

March 7, 2011

**RE: DIAL-A-RIDE - Approve Execution of Projection Authorizations with MDOT for Passenger Transportation Related Services**

**RESOLUTION**

WHEREAS, this resolution shall approve execution of Project Authorizations for any programs designed by the City of Adrian and/or Project Authorizations for any amount determined by the City of Adrian with the Michigan Department of Transportation which are issued under Master Agreement Number 2007-0156/A1.

NOW, THEREFORE, BE IT RESOLVED that the Mayor, Gary E. McDowell, and/or the City Clerk, Pat Baker, of the City of Adrian are authorized to enter into and execute on behalf of the City of Adrian all such project Authorizations with the Michigan Department of Transportation for passenger transportation related services for the Agreement period.

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

R-5

# MEMO \_\_\_\_\_



DATE: March 1, 2011  
TO: Honorable Mayor and City Commission  
FROM: Dane C. Nelson, City Administrator  
SUBJECT: D & P Communications - Video Franchise Agreement

D & P Communications, Inc. has submitted a request for a Franchise Agreement under the Uniform Video Services Local Franchise Act in order to provide video services to residents of the City of Adrian. As you may recall, such agreements are now standardized by the State of Michigan with little or no room for negotiation.

I have reviewed the proposed Franchise Agreement and find that it complies with the State law, with one small change that I have included in the attached document. I recommend approval of the Franchise Agreement as attached to this resolution.

Respectfully submitted,

  
Dane C. Nelson  
City Administrator

DCN:bjw

attachment

Deerfield Farmers'  
Telephone Co.

D&P  
Long Distance, Inc.



Cass Internet, LLC.

D&P Cable, Inc.

Phone: 734-279-1339  
Toll Free: 800-311-7340  
Fax: 734-279-2640

4200 Teal Rd.  
Petersburg, MI 49270

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February 28, 2010

Dear City Administrator,

Enclosed is a copy of the Uniform Video Service Local Franchise Agreement that we are required by law to enter into so that we can provide our video service to the village or township.

Upon completion please return a signed copy to:

D&P Communications  
Attn: Mitchell Kirk  
4200 Teal Rd.  
Petersburg, Mi 49270

If you have any questions or concerns regarding this matter, please contact me by phone at (734) 279-5513 or by email at [marketing@d-pcomm.com](mailto:marketing@d-pcomm.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell Kirk".

Mitchell Kirk  
Marketing Representative, D&P Communications, Inc.

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Adrian, a Michigan municipal corporation (the "Franchising Entity"), and D&P Communications, Inc, a Michigan corporation doing business as D&P Cable, Inc.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
  - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
  - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
  - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
  - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
  - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
  - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

## VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10(3) of the Act**.
- C. Each Provider shall notify its customers of the dispute resolution process required under **Section 10 of the Act**.
- D. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Adrian:**

City of Adrian  
135 E. Maumee St.  
Adrian, MI 49221  
Attn: Dane C. Nelson  
Fax No.: 517-264-4882

D&P Cable, Inc  
4200 Teal Rd  
Petersburg, MI 49270  
Attn: David LaRocca  
Fax No.: 734-279-2640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Adrian, a Michigan Municipal Corporation**

By \_\_\_\_\_  
Dane C. Nelson  
Print Name \_\_\_\_\_  
City Administrator  
Title \_\_\_\_\_  
135 E. Maumee St.  
Address \_\_\_\_\_  
Adrian, MI 49221  
City, State, Zip \_\_\_\_\_  
517-264-4831  
Phone \_\_\_\_\_  
517-264-4882  
Fax \_\_\_\_\_  
dnelson@ci.adrian.mi.us  
Email \_\_\_\_\_

**D&P Communications, Inc, a Michigan corporation  
doing business as D&P Cable, Inc**

  
By \_\_\_\_\_  
David LaRocca  
Print Name \_\_\_\_\_  
President  
Title \_\_\_\_\_  
4200 Teal Rd  
Address \_\_\_\_\_  
Petersburg, MI 49270  
City, State, Zip \_\_\_\_\_  
734-279-1339  
Phone \_\_\_\_\_  
734-279-2640  
Fax \_\_\_\_\_  
dave@cass.net  
Email \_\_\_\_\_

**FRANCHISE AGREEMENT** (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

# ATTACHMENT 1

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: 2/28/2010		
Applicant's Name: D&P Cable, Inc		
Address 1: 4200 Teal Rd		
Address 2:		Phone: 734-279-1339
City: Petersburg	State: MI	Zip: 49270
Federal I.D. No. (FEIN): 38-3166102		

### Company executive officers:

Name(s): David LaRocca
Title(s): President

### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: David LaRocca		
Title: President		
Address: 4200 Teal Rd., Petersburg, MI 49270		
Phone: 734-279-1339	Fax: 734-279-2640	Email: dave@cass.net

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

City of Adrian, MI
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[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

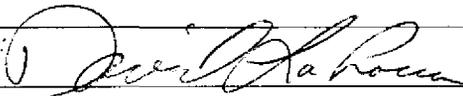
**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date:

**For All Applications:**

**Verification  
(Provider)**

I, David LaRocca, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): David LaRocca - President	
Signature: 	Date: 2-28-2011

**(Franchising Entity)**

**City of Adrian, a Michigan municipal corporation**

By	Dane C. Nelson
Print Name	
Title	City Administrator
Address	135 E. Maumee St.
City, State, Zip	Adrian, MI 49221
Phone	517-264-4831
Fax	517-264-4882
Email	dnelson@ci.adrian.mi.us
Date	

**R11-022**

March 7, 2011

**RE: ADMINISTRATION – Uniform Video Service Local Franchise Agreement –  
D & P Communications**

**RESOLUTION**

WHEREAS, D & P Communications, Inc. has submitted a proposed franchise under the Uniform Video Service Local Franchise Act in order to provide video service to the City of Adrian; and

WHEREAS, the City Administrator has reviewed the proposed franchise agreement and has determined it has complied with the State law and as set forth in the attached agreement.

NOW, THEREFORE, IT IS RESOLVED that the attached Uniform Video Service Local Franchise Agreement for D & P Communications, Inc. is hereby approved and that the City Administrator is authorized to execute said Franchise Agreement on behalf of the City of Adrian.

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

R-6

## MEMO

**To:** Dane C. Nelson, City Administrator  
**From:** Mark K. Gasche, Parks & Recreation Director  
**Date:** March 2, 2011  
**Re:** Bid Recommendation – Baseball/Softball Uniforms

I concur with the recommendation of the Parks & Recreation Director to award the bid for baseball/softball uniforms to Mugs N' More Imaging of Adrian, MI for the items and prices as listed in the attached bid. The estimated total for the season is \$11,000, and will depend on the number of people who register for the programs.

Four vendors were invited to bid with Mugs N'More being the only bidder. Funds are available in the Recreation Supply Fund for this purchase.

Respectfully submitted,



Dane C. Nelson  
City Administrator

DCN:bjw

Sealed bids were received and opened at 2:00 p.m. E.D.T. on Thursday, February 24, 2011 at the Purchasing Office for the purchase of uniforms for the youth baseball and softball programs within the Parks and Recreation Department. Four (4) vendors were invited to bid, with only one responding.

In comparing unit prices from this year's bid, they are very close to last year's low bidder; the total cost would likely not result in any increase. The lone bidder, Mugs N' More Imaging, has supplied the uniforms for several years in the past and they have always provided 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 \$11,000; 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.

**MLB Basic Package- Price Per**

Includes MLB T-Shirt, (with Sponsor name and player number on back) & MLB Replica Cap (one size fits all)- approximately 220

Adult \$ 15.- Youth \$ 14.- Supplier: Majestic Item #: 5300  
OUTDOOR CAP MLB 250

**MLB Two-Button Replica Uniform Pro Package- Price Per**

Includes MLB 2-Button T-Shirt, with sponsor name and player number on back, belt loop pant with MLB logo with MLB Replica Cap - approximately 110

Adult \$ 29.25 Youth \$ 28.50 Supplier: Majestic Item #: MLB 150  
OUTDOOR CAP MLB 181  
MLB 250  
MA 857A4Y

**Heavyweight Two-Button Baseball Jersey- Price Per**

6 ounce 50% polyester/50% cotton jersey with one color logo on front, sponsor name and player number on back- approximately 36

Adult \$ 11.25 Youth \$ 10.25 Supplier: Augusta Item #: 643  
644

**MLB Belt Loop Pant with MLB logo with Belt- Price Per**

Approximately 36

Adult \$ 14.- Youth \$ 13.- Supplier: Majestic Item #: M857Y  
M857A

**Wicking Mesh Powerhouse Jersey- Price Per**

100% Polyester wicking mesh jersey with one color logo on front, sponsor name and player number on back- approximately 99

Adult \$ 12.50 Youth \$ 11.75 Supplier: Augusta Item #: 527  
528

**Wicking Mesh Powerhouse Shorts- Price per**

100 % Polyester wicking mesh shorts- approximately 75

Adult \$ 8.50 Youth \$ 8.- Supplier: Augusta Item #: 917  
918

**Mesh 2-Button Jersey- Price Per**

100 heavyweight 100- denier 100 % polyester pro-mesh with one color logo on front and number on back- approximately 36

Adult \$ 15 Youth \$ 14 Supplier: Augusta Item #: 477  
478

**One color lycra spandex baseball socks- Price Per**  
Approximately 221

Adult \$ 4.- Youth \$ 4.- Supplier: All Sports Item #: C 202

**Wicking Mesh Visor- Price Per**

Wicking mesh visor with one color logo embroidery- approximately 100

Adult \$ 6.- Youth \$ 6.- Supplier: Augusta Item #: 6267  
6268

**Mesh Cap- Price Per**

Wicking mesh cap with one color embroidery logo- approximately 108

Adult \$ 6.- Youth \$ 6.- Supplier: Augusta Item #: 6265  
6266

Guaranteed delivery time within: 10-14 business days

For additional small orders, the minimum # of items that can be ordered without an additional shipping charge is: 24

Should the City of Adrian decide to order below the minimum # the delivery charge will be:

\$10.25

There will be 3 main orders taking place approximately March 28, April 25 and June 27, due to late registrations there could be 2-3 small orders.

**The main order will take place approximately March 28th and will include the following,**

- MLB Two-Button Replica Uniform Pro Package, order size- approximately 110.
- Wicking Mesh Powerhouse Jersey (100% Polyester wicking mesh) *approximately 75*, and Wicking Mesh Powerhouse Shorts (100 % Polyester wicking mesh) approximately 50.
- One color lycra spandex baseball socks, Wicking Mesh Visor, *and* Mesh Caps. Order size for socks- approximately 185, order size for visors- approximately 75, order size for Mesh Caps- approximately 110.

**The next order will take place approximately April 25th and will include the following,**

- MLB Basic Package, order size- approximately 220.
- Heavyweight Two-Button Baseball Jersey *and* MLB Belt Loop Pant with MLB logo with Belt, order size- approximately 36.
- Wicking Mesh Powerhouse Jersey (100% Polyester wicking mesh) approximately 24, *and* Wicking Mesh Powerhouse Shorts (100 % Polyester wicking mesh) approximately 24.
- One color lycra spandex baseball socks, Wicking Mesh Visor, *and* Mesh Caps, order size for socks- approximately 72, order size for visors- approximately 24, order size for Mesh Caps, approximately 36.

**The next order will take place approximately June 27th and will include the following,**

- Mesh 2-Button Jersey (100 Denier Pro mesh), and mesh caps, order size- approximately 36.

**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 24, 2011 for uniforms for the Youth Baseball/Softball Programs; and

WHEREAS, four (4) 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	\$11,000.00

WHEREAS, because the vendor is local and has previously provided 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 \$11,000.00, which compares favorably with last year's bid price and \$4,000 less than 2009; and

WHEREAS, the Finance Director indicates that sufficient funds are available in the FY2010-11 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 \$11,000.00.

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