



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
TUESDAY
FEBRUARY 21, 2011
5:30 P.M.**

The City Commission will meet for a pre-meeting study session on Monday, February 21, 2011 at 5:30 p.m. in the City Chambers Building, 159 E. Maumee St., to discuss the following:

- I. Access Drive Request
 - * *Adrian College Representatives*

- I I. Other Items as Time Permits



COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
FEBRUARY 21, 2011
7:00 P.M.**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES OF THE FEBRUARY 7, 2011 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PUBLIC COMMENTS
- VI. REGULAR AGENDA
 - A. RESOLUTIONS
 1. **R11-013. Transportation Dept.** Resolution to execute a contract with Mobil Advertising, LLC to broker advertising space on Dial-A-Ride buses and authorizing the bid process to be waived.
 2. **R11-014. Transportation Dept.** Resolution of Intent to apply for state operating assistance for FY2012 to continue provisions for a local transportation program and appointing Marcia Bohannon as the Transportation Coordinator.
 3. **R11-015. Police Dept.** Resolution authorizing acceptance of a Homeland Security Public Safety Interoperability Contract Grant in the amount of \$30,412.80, approval of a grant match, approval for the acquisition & installation of all equipment, including ancillary equipment, and the resulting budget amendments.
 4. **R11-016. Parks & Recreation.** Resolution authorizing the Mayor and City Clerk to sign the Congestion Mitigation Air Quality Contract Agreement with MDOT to construct a non-motorized/pedestrian bridge extending Kiwanis Trail into Riverside Park and directing that a certified copy of this resolution be provided to MDOT.
 5. **R11-017. Administration.** Resolution to (approve) or (deny) an agreement with D & P Communications for placement of wireless antennas on the fairground water tower and the Adrian Fire Department's tower and

authorizing the City Administrator to execute said contract.

V I I. MISCELLANEOUS

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

V I I I. PUBLIC COMMENTS

I X. COMMISSION COMMENTS



MINUTES

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

Official proceedings of the February 7, 2011 regular meeting of the City Commission, Adrian, Michigan.

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

PRESENT: Mayor McDowell, Commissioners DuMars, Warren, Osborne, Carrico, Steele and Clegg

Mayor McDowell in the Chair.

Commissioner DuMars moved to approve the minutes of the January 18, 2011 regular meeting of the Adrian City Commission, seconded by Commissioner Warren, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #3399 through #3406	\$ 121,571.23
General Fund Vouchers #20268 through #20296	\$ 536,133.39
Clearing Account Vouchers amounting to	<u>\$ 570,952.35</u>
TOTAL EXPENDITURES	<u>\$1,228,656.97</u>

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

PROCLAMATION

1. Mayor McDowell presented a Proclamation to Deb Risner, Principal of Michener Elementary School, in recognition of Michener being named as a "School to Watch" by The Education Trust – Midwest. This distinction is a result of tremendous improvements in student test scores that greatly outpace the State of Michigan average.

COMMUNICATIONS

1. **C-1. Finance Department.** Information from Finance Director on FY2011-12 Preliminary Revenue Estimates
2. **C-2. Transportation.** Communication from the Michigan Department of Transportation requesting approval of a subcontract between the City of Adrian and Quick Service Transportation to provide for continued Dial-A-Ride services.

3. **C-3. Finance Department.** Information from Finance Director on Downtown Development Authority's FY2010-11 Second Quarter Financial Reports.

PUBLIC COMMENTS

There were none.

REGULAR AGENDA

RESOLUTION R11-009

CITY ADMINISTRATION – FY2011-17 City of Adrian Capital Improvement Program and FY2011-17 Capital Budget Recommendation

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 FY2011-17; and

WHEREAS, on Saturday, December 11, 2010, and Monday December 13, 2010, the City Commission and the Planning Commission, as well as representatives from the Downtown Development Authority and the Brownfield Redevelopment Authority, 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, Community and Economic Development Director, Library 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 FY2010-11 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 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.

WHEREAS, the City Administrator's FY2011-17 Capital Improvement Program Budget Recommendation is summarized as follows:

<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>FY2016-17</u>
General Fund (101):					
\$ 398,800	\$ 558,000	\$ 585,600	\$ 509,900	\$1,118,000	\$ 514,500
Major Street Fund (202):					
\$1,068,750	\$ 344,214	\$ 338,800	\$ 718,131	\$ 302,870	\$ 422,176
Local Street Fund (203):					
\$ 328,151	\$ 324,740	\$ 315,323	\$ 312,316	\$ 321,540	\$ 311,932
Fee Estate Fund (205):					
\$ 150,000	\$ 329,000	\$ 267,000	\$ 220,000	\$ 284,000	\$ 277,000
Water Fund Capital Projects (496):					
\$ 411,000	\$ 599,000	\$ 526,500	\$ 414,000	\$ 674,000	\$ 384,000
Wastewater Fund Capital Projects:					
\$ 434,000	\$ 694,000	\$ 574,000	\$ 546,000	\$ 391,000	\$ 331,000
Parking Fund (585):					
\$ 430,000	\$ 119,652	\$ 152,725	\$ 0	\$ 238,326	\$ 0
Transportation Fund (588):					
\$ 0	\$ 297,090	\$ 0	\$ 0	\$ 0	\$ 0
Storm Water Utility Fund (598):					
\$ 150,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Information Technology Fund (661):

\$ 152,000 \$ 122,100 \$ 119,700 \$ 85,000 \$ 60,000 \$ 60,000

Motor Vehicle Pool (662):

\$ 555,000 \$ 198,471 \$ 265,094 \$ 139,584 \$ 148,838 \$ 368,200

Total All Funds:

\$4,077,701 \$3,586,267 \$3,144,742 \$2,944,931 \$3,538,574 \$2,668,808

WHEREAS, consistent with the Municipal Planning Act (PA285 of 1931, as amended – MCL125.39), the City Administration has submitted the recommended FY2011-17 Capital Improvement Program and FY2011-12 Capital Budget to the Planning Commission for review and consideration on February 1, 2011, before submitting it to the City Commission for final approval; and

WHEREAS, the Planning Commission and 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 FY2011-17 Capital Improvement Program (CIP) and FY2011-12 Capital Budget for incorporation into the FY2011-12 Operating Budget and General Appropriations Act.

On motion by Commissioner Carrico, seconded by Commissioner Warren, this resolution was adopted by a 6-1-0 vote.

YEAS: Mayor McDowell and Commissioners Warren, Steele, Carrico, Clegg & DuMars

NAYS: Commissioner Osborne

ABSTAINED: None

Prior to voting on Resolution R11-009, there was considerable discussion among the Commission, especially regarding a possible Hybrid Pension Program offered by MERS. The Commission agreed to form a committee for further discussion that would include Commissioners Clegg and Carrico, Dane Nelson, Jeff Pardee and Heather Lasky.

RESOLUTION R11-010

RE: TRANSPORTATION OFFICE – Michigan Department of Transportation (MDOT) Request for Approval of Operations Sub-Contract between City of Adrian and Quick Service Transportation, Inc.

WHEREAS, on October 21, 1974, the Adrian City Commission approved a resolution authorizing a trial program with the Michigan Department of Transportation (MDOT) to initiate Dial-A-Ride transportation services in the City of Adrian; and

WHEREAS, targeting the public transportation needs of senior citizens and disabled persons, as well as the general public, Dial-A-Ride sought to provide door-to-door affordable transportation; and

WHEREAS, after a successful trial run, Dial-A-Ride officially opened its doors for business on April 7, 1976; and

WHEREAS, the City of Adrian has been successfully contracting with Quick Service Transportation, Inc. for over 25 years to provide the aforementioned services; and

WHEREAS, the Michigan Department of Transportation (MDOT) has requested execution of the operations sub-contract between City of Adrian and Quick Service Transportation, Inc. for the one-year period ending September 30, 2011; and

WHEREAS, the Transportation Coordinator and City Administrator recommend that the current contract (MDOT 2007-0156/Z13/S1) between the City of Adrian and Quick Service Transportation, Inc. be renewed for the one-year period ending September 30, 2011, cancelling all previous contracts between said parties; and

WHEREAS, the Finance Director indicates that grant funds are available for this purpose in the Transportation Fund (588-599.00-801.000) DART Contract Services Account.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the execution of a contract (MDOT 2007-0156/Z13 /S1) between the City of Adrian and Quick Service Transportation, Inc. for the one-year period ending September 30, 2011, cancelling all previous contracts between said parties.

BE IT, FURTHER, RESOLVED that the Mayor and City Clerk are authorized to sign the aforementioned contract.

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

RESOLUTION R11-011

RE: DEPARTMENT OF FINANCE – FY2010-11 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 FY2010-11 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 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 FY 2010-11 Budget in accordance with the attached schedule entitled City of Adrian FY2010-11 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 be adopted in which total expenditures/expenses, including an accrued deficit, exceed total estimated revenues, including an available surplus.

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

RESOLUTION R11-012

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

WHEREAS, the term of office of Richard Abraham 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. John Dudas, 1265 Berkshire Ct., has expressed a willingness to serve on the Board of Review, if appointed; and

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

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

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

MISCELLANEOUS

1. Adrian Senior Center Quarterly Usage Report (Oct. – Dec.)
2. Adrian Senior Center Annual Usage Report – 2010

PUBLIC COMMENTS

1. K.Z. Bolton, County Commissioner, thanked the City for the snow removal. Also said that the County needs a person to serve on the Substance Abuse Committee.

COMMISSION COMMENTS

1. Mayor McDowell announced the approval of the CDBG grant for the Farmers' Market building.
2. Commissioner Warren congratulated Michener School and staff on receiving their award.

The next regular meeting of the Adrian City Commission will be held on Monday, February 21, 2011 at 7:00 p.m. in the Chambers Building located at 159 E. Maumee St., Adrian, MI 49221.

Gary E. McDowell
Mayor

Pat Baker
City Clerk



CHECK REGISTER

February 21, 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 #3407 through #3415.....	\$139,411.42
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 _____, seconded by
Commissioner _____, this resolution was _____
by a _____ vote.

February 21, 2011

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
3407	City of Adrian: Payroll	Payroll for Feb 4	\$ 67,767.27
3408	City of Adrian: General Fund	January Charges	\$ 46,176.21
3409	City of Adrian: Clearing Acct	Feb 7 Check Register	\$ 81,274.02
3410	City of Adrian	IT & MVP Jan Chrgs	\$ 5,978.53
3411	Consumers Energy	Water Plant Electric	\$ 9,986.96
3412	Citizens Gas Fuel Co	Various Heat Bills	\$ 9,180.56
3413	Frontier	Water Phone Bills	\$ 83.59
3414	Judy Phipps	Blue Cross Refund	\$ 27.00
3415	City of Adrian: Utilities	Various Water Bills	\$ 211.30

Total \$ **220,685.44**

Less: CK #3409 \$ **81,274.02**

TOTAL \$ **139,411.42**

WW = \$ 86,728.86

WAT= \$ 133,956.58

21-Feb-11

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
20297	\$ 60.82	Frontier	Library Phone Bill
20298	\$ 202,732.02	City of Adrian: Payroll	Payroll for Feb 4
20299	\$ 15,872.09	First Federal Bank	Soc Security for Feb 4
20300		***Void***	
20301	\$ 5,000.00	City of Adrian: Auto Parking	Transfer of Funds
20302	\$ 595.56	City of Adrian: Utilities	Bohn Pool Water Bill
20303	\$ 454,373.10	City of Adrian: Clearing Acct	Feb 7 Check Register
20304	\$ 219.86	Frontier	Various Phone Bills
20305	\$ 2,102.01	City of Adrian: Trust Fund	Transfer of Funds
20306	\$ 4,335.32	Quick Service Transportation	Payroll W/E Feb 5
20307	\$ 20,000.00	City of Adrian: Auto Parking	Contribution from DDA
20308	\$ 33,790.65	Lenawee Fuels Inc	MVP Gas & Diesel Fuel
20309		City of Adrian: Utilities	Transfer State MI Funds
20310	\$ 934.91	US Postmaster	Recreation Postage
20311	\$ 5,131.24	Citizens Gas Fuel Co	Various Heat Bills
20312	\$ 347.29	Frontier	Various Phone Bills
20313	\$ 20.00	City of Adrian	Dog License Gift Certificate
20314	\$ 4,448.63	Quick Service Transportation	Payroll W/E Feb 12
20315	\$ 15,082.98	Consumers Energy	Various Electric Bills
20316		***Void***	
20317	\$ 1,739.48	City of Adrian: Utilities	Various Water Bills

\$ 766,785.96

\$ (454,373.10) Less: CK# 20303

\$ 312,412.86

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. ABSOPURE WATER COMPANY	48.45		
2. ADRIAN DESIGN GROUP LLC	1,625.00		
3. ADRIAN LOCKSMITH & CYCLERY	68.61		
4. ADRIAN MECHANICAL SERVICES C	198.69		
5. ADRIAN PAINTERS SUPPLY & EQU	37.10		
6. ADVANCE AUTO PARTS COMMERCIA	30.66		
7. AIRGAS GREAT LAKES	131.71		
8. AMAZON CREDIT PLAN	232.39		
9. AMERICAN OFFICE SOLUTIONS	45.50		
10. APOLLO FIRE EQUIPMENT	433.43		
11. APPLE MAT RENTAL	318.30		
12. ELIZABETH ARNOLD	169.74		
13. ASSOCIATED ENGINEERS	5,000.00		
14. AUTO ZONE COMMERCIAL	230.74		
15. BADER & SONS CO	138.16		
16. BAKER & TAYLOR BOOKS	87.52		
17. BALLOON CELEBRATIONS	355.00		
18. THE BANK OF NEW YORK	85,120.00		
19. BARTOLO SURVEYING LLC	2,430.00		
20. BATTERY WHOLESALE	50.34		
21. KRISTIN BAUER	20.00		
22. BIOLOGICAL RESEARCH	325.00		
23. JOHN BIRDWELL	32.21		
24. ROBERT BISHOP	236.88		
25. BLACK SWAMP EQUIPMENT	115.36		
26. BOOK OF THE MONTH CLUB	40.65		
27. BRAKES-N-MORE	370.97		
28. TODD BROWN	20.00		
29. BUCK & KNOBBY EQUIP CO INC	951.55		
30. BWI	740.56		
31. CDW-G COMPUTER SUPPLIES	408.73		
32. CHARLESBRIDGE PUBLISHING	57.21		
33. CLEAN CARE INC	4,429.00		
34. COAST TO COAST DELI	61.49		
35. TERRY COLLINS	87.96		
36. COMCAST	84.69		
37. COMFORT ENTERPRISES INC.	9.46		
38. CONSUMER ENERGY	895.00		
39. CUTLER DICKERSON CO	2,556.94		
40. D & K TRUCK COMPANY	75.09		
41. D&P COMMUNICATIONS, INC.	1,872.74		
42. THE DAILY TELEGRAM	863.39		
43. DAN'S FARM SUPPLY INC	59.98		
44. DETROIT ELEVATOR COMPANY	140.00		
45. JACK DOHENY SUPPLIES	1,265.41		
46. DUNDEE FIRE & SAFETY, INC.	336.00		
47. DYE, PAUL	64.07		
48. E & B SALVAGE LLC	31.62		
49. STEVE EBERLE	20.00		
50. ENVIRONMENTAL RESOURCE ASSOC	262.39		
51. EXECUTONE COMMUNICATIONS LLC	470.00		
52. FASTENAL COMPANY	113.73		
53. FIRST TOWING LLC	264.00		
54. FISHER SCIENTIFIC COMPANY LL	140.74		
55. FLOYD'S RIGGING & MACHINERY	954.00		
56. GALE	115.03		
57. GALL'S INC	184.98		
58. MARK GIGAX	20.00		
59. GREAT LAKES BOOK DISTRIB	49.93		
60. GREAT LAKES PROCESS CONTROLS	1,037.52		
61. DENISE GRITZMAKER	20.00		
62. HACH COMPANY	104.34		
63. HADDEN TIRE COMPANY	1,119.00		
64. DEREK HELINSKI	35.01		
65. HOBBY LOBBY	97.31		
66. SHANE HORN	20.00		
67. DAVID OR KIM HORSTMAN	1,100.00		
68. HOTSHOTS PHOTOGRAPHY	1,435.00		
69. HUBBARD AUTO CENTER	937.27		
70. I C M A VANTAGE POINT	6,092.00		
71. ICIAAO	375.00		
72. ICMA RETIREMENT CORPORATION	155.76		
73. INDIAN TRAILS	135.36		
74. INFOGEOGRAPHICS INC	570.00		
75. INTERNATIONAL ECONOMIC	345.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. JOHN DEERE GOVERNMENTAL	13,790.10		
77. JONES & HENRY, ENGINEERS	4,936.68		
78. KALIDA TRUCK EQUIPMENT INC	585.00		
79. KELLER THOMA, P.C.	1,213.30		
80. KIWANIS CLUB OF ADRIAN	75.00		
81. KNISEL'S TREE SERVICE	4,000.00		
82. KONICA MINOLTA BUSINESS SOLU	155.62		
83. KUHLMAN CORP.	724.00		
84. WALTER GREG LANFORD	63.47		
85. LANSING SANITARY SUPPLY INC	2,549.63		
86. LEGACY PRINTING	161.90		
87. LENAWEE COUNTY EQUALIZATION	3,500.00		
88. LENAWEE COUNTY HEALTH DEPT	150.00		
89. LENAWEE COUNTY PRINTER	1,515.34		
90. LENAWEE INTERMEDIATE SCHOOL	264.00		
91. LENAWEE TIRE & SUPPLY CO	1,601.85		
92. LEXIS NEXIS RM INC	150.00		
93. MANPOWER OF LANSING MI INC.	2,000.70		
94. MAPLE CITY SWINGERS	180.00		
95. MASSON'S ELECTRIC, INC	572.50		
96. GARY MCDOWELL	20.00		
97. MCGOWAN ELECTRIC SUPPLY INC	24.62		
98. MCNAUGHTON-MCKAY ELECTRIC CO	626.87		
99. MGFOA	354.00		
100. MICHIGAN ASSOC OF CLERKS	600.00		
101. MICHIGAN GARDENER	101.00		
102. MICHIGAN LIBRARY ASSOC	280.00		
103. MICHIGAN OFFICE SOLUTIONS	227.86		
104. MICHIGAN POLICE EQUIP. CO	56.00		
105. MICHIGAN SECTION-AWWA	1,050.00		
106. STATE OF MICHIGAN	2,794.74		
107. MICHIGAN STATE POLICE	305.00		
108. MICHIGAN STATE UNIVERSITY	45.00		
109. MICHIGAN TBA DISTRIBUTORS IN	23.55		
110. MICROMARKETING LLC	482.24		
111. MUNICIPAL WEB SERVICES	290.00		
112. NADA USED CAR GUIDE	75.00		
113. NATIONAL FIRE PROTECTION ASS	150.00		
114. NEXTEL COMMUNICATIONS	1,217.26		
115. NORON INC	393.00		
116. NORTH AMERICAN SALT COMPANY	21,283.92		
117. OCE IMAGISTICS INC	17.00		
118. THE OHIO AQUATIC COUNCIL	340.00		
119. OHIO GRATINGS INC	594.00		
120. MIKE OSBORN	20.00		
121. C. BARRY OTT	433.33		
122. OXFORD UNIVERSITY PRESS	62.98		
123. PAIN ENTERPRISES, INC.	622.94		
124. PARAGON LABORATORIES INC	820.00		
125. DAVID PATE	20.00		
126. PEERLESS SUPPLY INC	156.59		
127. PET'S SUPPLIES PLUS	52.98		
128. PITNEY BOWES INC	636.00		
129. GLENN PRESTON	20.00		
130. PRO-MED UNIFORM	313.50		
131. QUICK SERVICE TRANSPORTATION	4,971.47		
132. QUILL CORPORATION	528.06		
133. CHAD & SHANTEL RAPER & ABSTR	7,200.00		
134. RECORDED BOOKS LLC.	370.75		
135. TIM RITCHIE	20.00		
136. ROACH-REID BUSINESS SYSTEMS	550.00		
137. SHERWIN-WILLIAMS CO	300.04		
138. SLUSARSKI EXCAVATING & PAVIN	1,989.75		
139. SPECTRUM PRINTERS INC	3,568.00		
140. SPICER GROUP	1,200.00		
141. SPRINT NEXTEL	30.00		
142. STAPLES CREDIT PLAN	27.81		
143. STATE CHEMICAL MFG CO.	316.57		
144. STEVENS DISPOSAL	640.00		
145. STEVENSON LUMBER, INC.	72.44		
146. JEFFREY A. STICKNEY, DO,PC	89.00		
147. SYMBOL ARTS	82.50		
148. TA INDUSTRIAL SOLUTIONS, INC	90.60		
149. THOMSON WEST	366.72		
150. TOLEDO PHYSICAL EDUCATION SU	7.49		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. PAUL TRINKA	65.69	_____	_____
152. U S POSTMASTER	1,800.00	_____	_____
153. VAN BRUNT TRANSPORT INC	1,795.10	_____	_____
154. VICTORY LANE QUICK OIL CHG	19.99	_____	_____
155. WARREN HOLDING CO LLC	1,370.00	_____	_____
156. WEPHOTO LLC	416.00	_____	_____
157. WESTERN LIME CORPORATION	4,921.23	_____	_____
158. WHITCHER PLUMBING & HEATING	100.00	_____	_____
159. RYAN WHITE	10.00	_____	_____
160. WRIGHT TREE SERVICE, INC	2,921.04	_____	_____
TOTAL ALL CLAIMS	237,615.39		



REGULAR AGENDA

R-1



MEMO

Date: February 9, 2011

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

From: Marcia Bohannon, Transportation Coordinator *MB*

Re: Request Authorization to Execute Professional Services Contract with Mobil Advertising, LLC, to Broker Advertising Space on Dial-A-Ride Buses

The City of Adrian desires to continue and enhance provisions of Dial-A-Ride transportation services through enhancement of own-source revenues. 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.

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. 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. 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.

I respectfully 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. The attached resolution has been prepared for City Commission consideration at its February 21, 2011 regularly scheduled meeting.

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

THOMAS J. LICH

11326 Old Bridge Rd.
Grand Blanc, MI 48439
Phone (517) 442-8882

February 8, 2011

To Whom It May Concern:

Please find enclosed a proposed “scope of services”, a brief bio of myself, my current employment, and local references. It is my hope to secure the ability to “broker” space on your transportation vehicles (city and county), for the purpose of generating revenue through advertising on said vehicles.

I am a single member of Supersaver Discounts Coupons and More L.L.C. (EIN # 38-0286448). I have published this product with advertisers in the Lenawee county community for over one year now. I have roughly sixty (60) different businesses who currently advertise or have advertised with my publication.

Some of these businesses are included in the references provided. These are customers who have benefited and received results through the Supersaver. These references will confirm that I provide results and confirm that I do what I say I am going to do... simply put, that I deliver results. I will also add that some of these references are very interested in doing “wraps” with your transportation vehicles.

I was raised in the Genesee county area and am a graduate of Michigan State University (1989 - Bachelor of Arts. Communication Arts & Sciences - major in Advertising). The majority of my career has been spent in advertising. I have held account executive, sales manager, national sales manager, and general manager positions in the fields of radio and yellow page advertising (Radio 12 + years, Yellow Pages 2 + years). I have also owned retail cellular stores (2), a coffee/gift shop and various print publications.

If you choose to accept my proposal to broker advertising from you I will create a new business entity with a new tax id #. The new business name will be Mobil Advertising L.L.C. based in Adrian, MI.

I currently have no employees. I contract artwork and design services through Next Step Design (Jason Preston) and propose to have the vehicle “wraps” done by Wright Signs (Kevin Wright). Both of these businesses are located in downtown Adrian, MI.

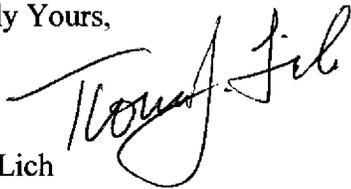
I have met with members of your transportation board, your Transportation Coordinator (Marcia Bohannon), your Director of Finance (Jeffrey Pardee), your Asst. Director of Finance (Cindy Prue), and your City Administrator (Dane Nelson). All of them have been informed and educated (to the best of my ability) of this proposed endeavor. I also must say that Mrs. Bohannon has done some "homework" of her own (talking and meeting with other municipalities) and Kevin Wright (owner of Wright Signs).

This is obviously a "new" venture and an opportunity for "found" revenue. However, this is not "new" by any means. There are currently hundreds of municipalities across the country who are receiving "found" revenues within their coffers and have been doing so for decades.

Mobil Advertising L.L.C. will provide artwork, signage and payments (please see scope of services). There is no cost to you. This is local revenue produced (and paid for) by local businesses. I hope we can make this happen together.

I am happy to answer any questions and/or concerns with anyone at their/your convenience. Thank you for your time and consideration.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Thomas J. Lich". The signature is written in a cursive style with a large, sweeping initial "T".

Thomas J. Lich

Scope of Services

1. Facilitate and procure sponsorship of advertising on city and county public transportation vehicles (Dial a Ride/Lenawee Transportation)
2. Work with sign company to arrange times/availability to "wrap" transportation vehicles between transportation co-coordinator, fleet manager etc..
3. Collect all/any monies due from advertisers
4. Facilitate artwork with advertisers and sign company and receive prior approval of said copy/artwork from transportation co-coordinator prior to wrapping vehicles.
5. Pay city monthly for all monies due from current advertisers
6. Handle any/all complaints from current advertisers (buses being dirty, damaged graphics etc...)
7. Co-ordinate any changes to current vehicle graphics with fleet manager and sign company.
8. Work with any potential advertisers referred to Mobil Advertising L.L.C. by any city or county employee.

Absolutely no alcohol, tobacco or any other objectionable advertisers will be accepted.

City reserves the right to refuse any advertiser for any reason.

Mobil Advertising L.L.C. reserves the right to refuse any advertiser/ potential advertiser for any reason.

City is aware that Mobil Advertising L.L.C offers exclusivity agreements (hence the main reason for reserving the right to refuse potential advertisers).

Mobil Advertising L.L.C. will accept any potential advertiser referred by any city/county employee before any other exclusivity agreements are entered into (first right of refusal for exclusivity agreements of referred potential advertisers by city/county employees).

Lenawee County Transportation and City of Adrian must honor all contracts (price and length of term(no contract to exceed three (3) years)) that Mobil Advertising L.L.C. enters into with any advertiser, (with prior approval) whether Mobil Advertising L.L.C. is currently contracted with City of Adrian or not (contracts survive contractor/city relationship).

Mobil Advertising L.L.C. will pay City no less than \$275.00 monthly and no more than \$325.00 monthly per wrapped vehicle.

City of Adrian must provide current routes, sizes and ages of applicable vehicles.

References

Scot Long (Long's Outdoor Power) (517) 423-6088

Keith Sweinhagen (Fixed Right Auto Repair) (517) 265-2886

Bob Gluch (Adrian Water Conditioning Inc. (Culligan)) (517) 263-0535

David Bailey (D&N Upholstery) (517) 486-5555

Mike Bodman (Jenell Corp./McDonald's of Lenawee County) (517) 265-2221

Robert Loudermilk (Jr's Hometown Grill & Pub) (517) 920-4765

Bruce E. Burtless (Burtless Wells) (517) 260-1246

Robert and Paulette Strepp (Quizno's Subs) (517) 264-2828

David Martin (Martins Home Center) (517) 423-2065

Brian Watson (Domino's Pizza) (517) 263-0678

R11-013

February 21, 2011

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

RESOLUTION

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

Michigan Department of Transportation 3078 (10/2010)

RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for fiscal year 2012 under act 51 of the public acts of 1951, as amended

R-2

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the City of Adrian (Applicant's Name, Authoritative Body), (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 \$66,409, estimated state funds \$ 154,069, estimated local funds \$ 104,056, estimated fare box \$ 90,522, estimated other funds \$ 0, 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.

_____, 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.

**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-Cutaway	11	1	2008	67,868	2013	-
1FD4E45S38DA70385	71-4925	27	ASSIGNED	LghtDty-Cutaway	11	1	2008	54,700	2013	-
1FD4E45S77DA78969	71-5314	28	ASSIGNED	LghtDty-Cutaway	11	1	2010	8,753	-	-
1FDXE45S77DB08115	71-4818	29	ASSIGNED	LghtDty-Cutaway	11	1	2008	56,934	2013	-
1GBE5V12X6F415423	71-4559	21	ASSIGNED	MedDty	14	2	2006	92,793	2013	2004
1HVBEABM21H502084	713511	25	LOCAL SALE	MedDty	14	2	2002	204,018	2009	2009
1HVBEABM41H502085	713512	26	LOCAL SALE	MedDty	14	2	2002	180,174	2009	2009
5WEASSKM3BH360147	71-5379	25-1	ASSIGNED	MedDty	14	2	2011	1,237	-	-
5WEASSKM5BH360148	-	26-1	ASSIGNED	MedDty	14	2	2011	1,071	-	-

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 (entity name in the master agreement)
Federal Transit Act, as amended, for fiscal year 2012. 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		01/19/11

FY 2012 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, 2010. I understand that the nature of the project will determine which requirements of the contract clauses apply and I agree that such clauses apply to all FTA-funded contracts for FY 2012.

NAME OF PERSON AUTHORIZED TO SIGN THE MASTER AGREEMENT

Gary E McDowell

ORGANIZATION *

City of Adrian

TRANSIT AGENCY

Dial-A-Ride

TITLE OF AUTHORIZED SIGNER

SIGNATURE OF AUTHORIZED SIGNER **

DATE

Mayor, City of Adrian

01/19/11

* Entity name in the master agreement. Entities with multiple master agreements will have multiple contract clause certifications.

** If the agency has a master agreement with MDOT, the organization name must match the master agreement and the signature must be the same as the authorized signature of the master agreement.

LOCAL BUS OPERATING ASSISTANCE COORDINATION PLAN

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 (entity name in the master agreement)

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 with 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 and serves as 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 when necessary. All drivers are on one seniority board, work under the same wage scale, and belong to the same union. Each drivers works for one system, however; when needed - the drivers will drive for either system.

Both systems operate out of the newly constructed facility will all vehicles being parked inside. The dispatchers 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. Our own employees have received a certificate for facilitating classes on proper boarding, wheel-chair securement, deboarding, 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 service 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 for 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. Royal Limousine & the Trolly businesses serve as the providers for specialty events - not focusing on the daily essential/basic needs transportation services. We would be happy to help out for the speciality 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 systems. 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 were 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 with 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 2012 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 2012 Annual Application Instructions for Public Transit Programs, Certifications and Assurances for FTA Assistance.

NAME OF APPLICANT (entity name in the master agreement)

City of Adrian Dial-A-Ride

The applicant agrees to comply with the applicable requirements of the following categories it has selected:

- | | |
|--|-------------------------------------|
| 1. Assurances Required for Each Applicant | <input checked="" type="checkbox"/> |
| 2. Lobbying Certification (check if the total of all federal applications exceed \$100,000) | <input checked="" type="checkbox"/> |
| 3. Procurement Compliance | <input checked="" type="checkbox"/> |
| 4. Protections for Private Transportation Providers | <input checked="" type="checkbox"/> |
| 5. Public Hearing | <input checked="" type="checkbox"/> |
| 6. Acquisition of Rolling Stock for Use in Revenue Service | <input checked="" type="checkbox"/> |
| 7. Acquisition of Capital Assets by Lease | <input checked="" type="checkbox"/> |
| 8. Bus Testing (check if purchasing vehicles directly) | <input type="checkbox"/> |
| 9. Charter Service Agreement | <input checked="" type="checkbox"/> |
| 10. School Transportation Agreement | <input checked="" type="checkbox"/> |
| 11. Demand Responsive Service | <input checked="" type="checkbox"/> |
| 12. Alcohol Misuse and Prohibited Drug Use | <input checked="" type="checkbox"/> |
| 13. Interest and Other Financing Costs | <input checked="" type="checkbox"/> |
| 14. Intelligent Transportation Systems | <input checked="" type="checkbox"/> |
| 15. Elderly Individuals and Individuals with Disabilities Formula Grant Program and Pilot Program (5310) | <input checked="" type="checkbox"/> |
| 16. Nonurbanized Area Formula Program (5311) | <input checked="" type="checkbox"/> |
| 17. Job Access and Reverse Commute Formula Grant Program | <input type="checkbox"/> |
| 18. New Freedom Program | <input type="checkbox"/> |

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 2012.

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 Coordinator		01/31/11

FY 2012 STATE CERTIFICATIONS AND ASSURANCES

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

NAME OF APPLICANT (entity name in the master agreement)

City of Adrian

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

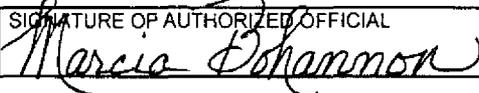
A. This organization has the necessary operational lifts on its vehicles as required by Act 51, [Section 10e(17) and 10e(18)] of the Public Acts of 1951, as amended, and the Americans with Disabilities Act of 1990. The organization also certifies that the lifts are maintained and cycled on a regularly 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		01/25/11

NAME OF APPLICANT (entity name in the master agreement)

City of Adrian

All FTA fund recipients must submit the following information, 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 on the basis of 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

-
2. A summary of all civil rights compliance review activities conducted in the last three years **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:

NONE

3. 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. This is especially important if the same service has been provided for several years and demographic changes may have occurred in your community or if service changes have been made. Please describe your efforts to comply with this requirement.

RESPONSE:

Under the direction and guidance of the Michigan Department of Transportation, a Title VI plan has been developed and is on file. All customers are treated equally - with respect and dignity. All customers receive the same quality of service without regard to race, color or national origin. All passengers are afforded the same opportunities with respect to transportation services.

MINUTES

LOCAL ADVISORY COMMITTEE
for
CITY OF ADRIAN DIAL-A-RIDE
and
LENAWEE TRANSPORTATION CORPORATION
January 28, 2011

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

ITEM: Discuss FY 2012 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. There was no change in the vehicle accessibility plan.

ITEM: Review of vehicle accessibility plan for LTC

The current fleet consists of fifteen (15) vehicles, however; we will be selling four (4) of them, returning the level to eleven (11) vehicles. Ten (10) are handicap accessible. This year, we received our five (5) new vehicles we had ordered the previous year. Each one of them are wheel chair accessible and one (1) of the new 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 all consumers.

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

ITEM: Discuss FY 2012 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.

ITEM: Review of the vehicles accessibility plan for DART

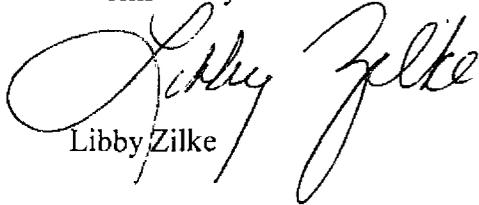
We have a fleet of seven (7) vehicles and all are handicap accessible. Our intentions are to keep all vehicles accessible. Just recently, we have received our three (3) new vehicles. Everyone agreed that the extended operating hours on Thursday and Friday nights are very good for our community.

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

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 (entity name in the master agreement)

City of Adrian

1. TOTAL D-R FLEET PLANNED FOR FY 2012 7 VEHICLES	2. TOTAL D-R FLEET ACCESSIBLE OR LIFT-EQUIPPED 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "yes", explain changes and reasons for those changes below.)	

We currently have nine (9) vehicles in our inventory, however; two (2) of them are eligible to be retired as per the FTA guidelines. Their status is "local sale" and are awaiting disposal. Once disposed, this will bring our vehicle inventory back to seven (7) as planned for the FY 2012.

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 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	B. SERVICE AREA INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
C. SERVICE AVAILABILITY INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	D. SERVICE TIME PERIOD <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO We have increased our service hours on Thursday and Friday evenings only. We have been working with our Human Service Transportation Committee, the local colleges and downtown businesses in hopes of integrating the residents into our community.
E. LOCAL ADVISORY COUNCIL COMPOSITION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

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; AFFILIATION (Name of organization, if any): Retired - MRS. Volunteer driver for seniors/persons w/ disabilities.

THIS MEMBER REPRESENTS: [X] Persons with Disabilities, [X] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [] A user of public transportation, [] Neither of these groups

2. NAME: Deb Campbell; AFFILIATION (Name of organization, if any):

THIS MEMBER REPRESENTS: [] Persons with Disabilities, [X] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [X] A user of public transportation, [] Neither of these groups

3. NAME: Bobby Oliver; AFFILIATION (Name of organization, if any): Volunteer driver for seniors.

THIS MEMBER REPRESENTS: [] Persons with Disabilities, [X] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [] A user of public transportation, [] Neither of these groups

4. NAME: John Meeker; AFFILIATION (Name of organization, if any):

THIS MEMBER REPRESENTS: [X] Persons with Disabilities, [X] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [X] A user of public transportation, [] Neither of these groups

5. NAME: Alan Burg; AFFILIATION (Name of organization, if any): Lenawee Intermediate School District

THIS MEMBER REPRESENTS: [X] Persons with Disabilities, [] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [] A user of public transportation, [X] Neither of these groups

6. NAME: Libby Zilke; AFFILIATION (Name of organization, if any): Lenawee County Department on Aging

THIS MEMBER REPRESENTS: [X] Persons with Disabilities, [X] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [X] Jointly appointed by an area agency on aging, [] A user of public transportation, [] Neither of these groups

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

THIS MEMBER REPRESENTS: [] Persons with Disabilities, [] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [] A user of public transportation, [] Neither of these groups

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

THIS MEMBER REPRESENTS: [] Persons with Disabilities, [] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [] A user of public transportation, [] Neither of these groups

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

THIS MEMBER REPRESENTS: [] Persons with Disabilities, [] Persons 65 years and older, [] Neither of these groups

THIS MEMBER IS: [] Jointly appointed by an area agency on aging, [] A user of public transportation, [] Neither of these groups

**Adrian Dial-A-Ride
Capital Requests For FY 2012**

Req. Yr	Program	Item Description	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2012	STP							
Requested:1	Equipment	Back-up generator: purchase/install a back-up generator. Purchase includes all materials and labor for a fully functional unit.	\$28,000	\$7,000	\$0	\$35,000	EXPAND	PRE-REQUESTED
Sub Total By Program Type			\$28,000	\$7,000	\$0	\$35,000		
Sub Total By Request Year			\$28,000	\$7,000	\$0	\$35,000		

**Adrian Dial-A-Ride
Capital Requests For FY 2012**

Req. Yr	Program	Item Description	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2013		STP						
Requested:0	Equipment	Tires: our safety and maintenance program requires tires to be replaced as needed.	\$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 (A/C, Handrails, donation box, paint-one strip, Type II lift, passive, 2-way radio prep pkg, smooth anti-slip flooring, Restraint-Q'Straint pckl sys)	\$95,200	\$23,600	\$0	\$119,000	REPLACE	PRE-REQUESTED
Eligible/Pending:3 Requested:3	Vehicle	Small Bus, 158" wheelbase, w/ lift, gas engine (A/C, handrails, donation box, paint-one strip, 2-way radio prep pkg, smooth anti-slip flooring, restraint-Q-Sstraint pck sys, Driver's side running boards.)	\$148,080	\$37,020	\$0	\$185,100	REPLACE	PRE-REQUESTED
Sub Total By Program Type			\$243,280	\$60,620	\$0	\$304,100		
Sub Total By Request Year			\$250,280	\$62,570	\$0	\$312,850		

**Adrian Dial-A-Ride
Capital Requests For FY 2012**

Req. Yr	Program	Item Description	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2014	STP							
Requested:0	Equipment	Tires: our safety and maintenance program requires tires to be replaced as needed.	\$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			\$284,280	\$71,070	\$0	\$355,350		

Adrian Dial-A-Ride

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

(517) 264-4849

Nonurban City

Regular Service

Annual Budgeted

2012

Operating Revenue: \$90,522

Total Eligible Expenses: \$415,056

Local Share: \$194,578

Comments: -

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2012**

Revenue Schedule Report

Code	Description	Amount
401 :	Farebox Revenue	
40100	Passenger Fares	\$90,522
409 :	Local Revenue	
40910	Local Operating Assistance	\$104,056
411 :	State Formula and Contracts	
41101	State Operating Assistance	\$154,069
413 :	Federal Contracts	
41301	Section 5311 Operating only	\$66,409

Total Revenues: \$415,056

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2012**

Expense Schedule Report

Code	Description	Amount
501 :	Labor	
50101	Operators Salaries & Wages	\$204,000
50102	Other Salaries & Wages	\$21,718
502 :	Fringe Benefits	
50200	Other Fringe Benefits	\$98,997
50201	Pensions	\$300
503 :	Services	
50302	Advertising Fees	\$500
50305	Audit Costs	\$3,000
50399	Other Services (Explain in comment field)	\$25,250
504 :	Materials and Supplies	
50401	Fuel & Lubricants	\$45,000
50499	Other Materials & Supplies	\$8,975
505 :	Utilities	
50500	Utilities	\$1,150
506 :	Insurance	
50603	Liability Insurance	\$5,300
507 :	Taxes & Fees	
50700	Taxes & Fees	\$16
509 :	Misc Expenses	
50999	Other Misc Expenses (Explain in comment field)	\$850

Total Expenses: \$415,056

Total Ineligible Expenses: \$0

Total Eligible Expenses: \$415,056

**Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2012**

Non Financial Schedule Report

Public Service

Code	Description	Weekday DR	Saturday DR	Sunday DR	Total
610	Vehicle Hours	12,500			12,500
611	Vehicle Miles	125,500			125,500
615	Unlinked Passenger Trips-Regular	21,000			21,000
616	Unlinked Passenger Trips-Elderly	8,000			8,000
617	Unlinked Passenger Trips-Persons w/Disabilities	32,500			32,500
618	Unlinked Passenger Trips-Elderly w/Disabilities	11,000			11,000
622	Total Demand-Response Unlinked Passenger Trips	72,500			72,500
625	Days Operated	255			255

Total Passengers: 72,500

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	19,950
661	Total Transit Agency Employees (Full-Time Equivalents)	11
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	8
663	Accidents	4
665	Injuries	1

PUBLIC NOTICE

Adrian Dial-A-Ride PROPOSED STATE AND FEDERAL APPLICATION FOR OPERATING AND CAPITAL ASSISTANCE

All citizens are advised that the Adrian Dial-A-Ride has prepared an application for State of Michigan financial assistance for fiscal year 2012, as required under Act 51 of the Public Acts of 1951, as amended, and for federal assistance as required under the Federal Transit Act, as amended.

Adrian Dial-A-Ride is requesting \$154,069 in state operating assistance for general public transit services; \$66,409 for Federal Section 5311 operating assistance and \$35,000 STP funds for a back-up generator.

Adrian Dial-A-Ride ensures that the level and quality of transportation service is provided without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. For more information regarding our Title VI obligations or to file a complaint, please contact us at the address given below.

The proposed application is on file at Adrian Dial-A-Ride, 135 E Maumee Street, Adrian, Michigan, and may be reviewed by appointment during a 30-day period ending March 2, 2011.

Written comments regarding the application and/or written requests for a public hearing to review the application must be received by March 2, 2011. If a hearing is requested, notice of the scheduled date, time, and location will be provided at least 10 days in advance.

Submittals should be mailed to Adrian Dial-A-Ride, 135 East Maumee St., Adrian, Michigan 49221 or via e-mail to marciab@ci.adrian.mi.us.

R-3



MEMO

Date: February 8, 2011

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

From: Terrence Collins, Police Chief

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

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. 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.

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

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). 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.

The attached resolution has been prepared for consideration by the City Commission at their regularly scheduled meeting of February 21, 2011. If you have any questions or need for additional information, please contact my office.

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

RESOLUTION

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
---	----------

Expenditures:

Police Department:

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

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



MEMO

Date: February 13, 2011

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

From: Mark Gasche, Director of Parks & Recreation *MKG*

Re: 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

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. Furthermore, 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).

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 \$397,120, leaving a balance of local match amounting to \$99,530 (20%), together with design engineering fees of \$18,000 equal a total local obligation of \$117,530 previously appropriated for this project.

MDOT has requested a certified resolution of the City Commission authorizing the Mayor and City Clerk to sign the subject contract. The attached resolution has been prepared for consideration by the City Commission at its regularly scheduled meeting of February 21, 2011.

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



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

February 4, 2011

Ms. Pat Baker
Clerk
City of Adrian
100 E. Church Street,
Adrian, MI 49221-2773

Dear Ms. Baker:

RE: MDOT Contract No.: 10-5665
Control Section: CM 46400
Job Number: 110021

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

PLEASE DO NOT DATE THE CONTRACTS. MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

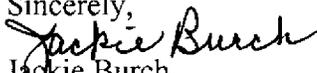
Secure the necessary signatures on all contracts.

Include a certified resolution. The resolution should specifically name the officials who are authorized to sign the contracts.

Return all copies of the contracts to my attention of the Department's Real Estate Division, 2nd floor for MDOT execution.

In order to ensure that the work and payment for this project is not delayed, the agreement needs to be returned within 35 days from the date of this letter.

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,

Jackie Burch
Contract Processing Specialist
Real Estate Division

Enclosure

CMAQ

DAB

Control Section	CM 46400
Job Number	110021
Project	CM 1046(020)
Federal Item No.	RR 7395
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	10-5665

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), 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, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Adrian, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 16, 2010, attached hereto and made a part hereof:

Non-motorized pathway work for the Kiwanis Trail pedestrian bridge over the South Branch of the River Raisin, Section 3, T7S, R3E, City of Adrian, Lenawee County; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CONGESTION MITIGATION AND AIR QUALITY

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$398,120, or (2) an amount such

that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects for the construction of bikeways, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of insuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish

the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal-aid participation in Transportation Enhancement projects or in other projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(I); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such

remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY 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.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

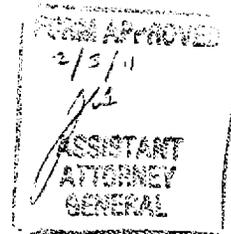
CITY OF ADRIAN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an 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 shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will 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 himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with said order of the 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 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 Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

RESOLUTION

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

R-5

MEMO



DATE: February 16, 2011
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Wireless Antenna Placement on City Property

D & P Communications has a desire to create a wireless communication system within the city and has been looking for suitable areas for placement of wireless antennas. They requested the placement of such antennas on the Fire Department communications tower and the fairgrounds water tower. In the past, the city has leased space on the Fire Department tower and received monthly rent as well as free connections for city use. Formerly, the connections were unsuccessful for a number of technical reasons.

The proposed agreement calls for a 3-year term with a monthly payment of \$300.00 per month. In addition, up to seventeen connections are proposed at no monthly cost with the intent being that department heads and City Commissioners would have access to this service. The cost for equipment would be borne by the IT fund with the installation cost being borne by D & P Communications. In addition, a generator would be placed at the fairgrounds water tower, which will be able to be accessed by the city for continuing electrical use at that site in the event of an electrical outage. There appears to be space in both areas, which should not be a disruption to any city business; therefore, the Fire Chief, Utilities Director and I are recommending approval of the proposed agreement.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:bjw

Adrian Fire Department



Memorandum

To: Mayor Gary McDowell, Adrian City Commission

From: Paul G. Trinka

CC: City Administrator Dane Nelson, Utilities Director Shane Horn

Date: February 16, 2011

Re: D&P Communications Use of Elevated Water Tank and Fire Station Antenna Tower

The City was approached by Matt Karpinski of D&P Communications about using the Fairgrounds water tower and the fire department antenna tower for a wireless network they would like to deploy in the Adrian area. Matt made visits on two occasions to Adrian and felt that the sites were suitable for the network.

The City has had similar agreements with two previous vendors, Lenawee Air Network and Quality Technologies. Both companies removed their equipment approximately two years ago.

The City Administrator, Utilities Director Shane Horn and I used the previous agreements as a model for an agreement with D&P Communications. We have had some dialog with D&P Communications about the agreement and addressed some of their concerns.

It is my recommendation that the Adrian City Commission enter into the agreement for antenna tower locations at the two sites.

**AGREEMENT FOR THE USAGE OF THE CITY OF ADRIAN FAIRGROUND WATER
AND FIRE DEPARTMENT TOWERS**

THIS AGREEMENT, made this _____ day of _____, 2011, between the CITY OF ADRIAN, a Michigan Municipal Corporation, whose principal place of business is located at 135 E. Maumee Street, Adrian, Michigan, hereinafter referred to as the City, and Deerfield and Petersburg Communications, a Michigan Corporation, whose principal place of business is located at 4200 Teal Road, Petersburg, Michigan 49270, hereinafter referred to as D&P Communications.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between and among the parties hereto as follows:

SECTION 1. Use of Fairgrounds Water and Fire Department Towers. The City agrees to allow D&P Communications the use of the City Fairground Water and Fire Department Towers for the purpose of installing/mounting antennas on the City Water Tower and on the City Fire Department Tower, including but not limited to the following:

- (a) The City will allow D&P Communications the top position. If the top position is not available, then will allow as close to the top position as possible. It is understood that there is no exclusive right to the highest position on any tower.
- (b) Access to the towers during normal business hours and for non-business hours. D&P Communications will supply an emergency contact name and telephone number to the City to be available on a 24-hour, seven-day a week basis.
- (c) The City will not allow another antenna/transmitting device from a third party that will interfere with the transmitting of the signals/frequencies used by D&P Communications to be mounted on the towers.
- (d) The City will allow D&P Communications Antenna equipment to be added, deleted or modified after inspection and testing at each tower site. D&P Communications will notify the City of Adrian before any changes are made.
- (e) The City will grant a three (3) year agreement commencing on the date of execution of this agreement. This agreement may be renewed for additional periods, subject to the parties successfully negotiating terms for such period(s). Either party may terminate this agreement for any reason during any term by the giving of a 90-day written notice.
- (f) The City understands that all Antenna equipment shall remain the property of D&P Communications and all repairs, upgrades, and maintenance of said equipment shall be the responsibility of D&P Communications.
- (g) D&P Communications shall be supplied 110 volt A/C electrical power with generator

backup at the Fire Department for its equipment.

- (h) The City shall provide an area on the ground within the fence at the Water Tower site to facilitate an electric generator and electronics equipment cabinet (40" w x 44" d x 72" h).

SECTION 2. Services to be supplied by D&P Communications to the City. D&P Communications will supply the following services to the City in exchange for the use of the Water Towers and the Fire Department Tower, including but not limited to the following:

- (a) D&P Communications will supply to the City, 16 high-speed wireless, government Internet connections (up to 4Mb download and 1 Mb upload speed) at locations within the limits of The City to be determined by The City. The City shall pay for premises equipment. Reoccurring monthly fees for this service shall be waived as this is simply an agreed upon value to the services being provided by D&P Communications to the City.
- (b) D&P Communications will supply all hardware required for mounting and the manpower for the actual mounting of the antennas on the tower. D&P Communications or its contractor will comply with all safety regulations and city ordinances during mounting of the antennas and will supply current insurance documents to the City upon request. In addition, during the term of this lease, and any renewal thereof, D&P Communications shall hold the City harmless from any liability whatsoever, including reasonable attorney fees incurred, that the City may incur as a result of the placement of its hardware on City of Adrian properties. D&P Communications shall maintain a public liability policy in a minimum amount of \$2 million which shall name the City of Adrian as an additional insured. A copy of the declaration page of said policy shall be provided to the City and shall be kept in force throughout the term of this agreement and any renewals thereof.
- (c) D&P Communications will use non-penetrating mounting devices on the Water Towers.
- (d) D&P Communications will not mount an antenna/transmitting device on the towers that will interfere with the transmitting of the signals/frequencies used by The City.
- (e) D&P Communications will give sufficient notice to the City when any work or modifications to the antennas is required where supervised access to the towers is needed.
- (f) D&P Communications shall work in conjunction with The City to coordinate routine maintenance on The City's Water and Fire Department Towers including but not limited to cleaning, sandblasting and painting. Any costs for moving equipment will

be borne by D&P Communication.

- (g) D&P Communications shall keep all equipment used at the tower locations in operational condition and shall remove any unused or non-repairable equipment.
- (h) D&P Communications, shall pay the City the sum of Three thousand six hundred (\$3,600.) dollars per year, payable in equal monthly installments. The City shall have the right to terminate this portion of the agreement at any time by the giving of a 30-day written notice, with or without cause.
- (i) D&P Communications shall install and maintain one generator supplying sufficient power to meet the backup needs of the City of Adrian and D&P Communications at the Fairgrounds Water Tower site. Should either party terminate or chose not to renew this agreement the generator shall be left on site and become property of The City.
- (j) One (1) 3Mb up and down Internet connection to be supplied to The City at its 135 E. Maumee Street, Adrian, Michigan location via D&P Communications fiber optic network at no charge.
- (k) The City shall, at no expense, supply underground access via remnants of any conduit from the Fire Department to D&P Communication's site at 100 East Church Street, Adrian, Michigan.
- (l) The City shall supply 110 volt A/C power to the water tower site to D&P Communications upon acceptance of this agreement. If The City determines that power usage exceeds The City's expectations D&P Communications shall, within 60 days have electrical service metered at D&P Communication's expense. D&P Communications shall be responsible for all installation and monthly usage fees.

SECTION 3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisee, legatees, personal representatives, successors and assigns.

SECTION 4. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, representations and warranties, either oral or in writing, of the parties hereto. No changes or modifications of this Agreement shall be valid unless the same be in writing and signed by all of the parties hereto.

SECTION 5. Inclusion. All of the various instruments and documents referred to or alluded to in this Agreement shall be deemed to be included herein and made a part hereof as though specifically set forth herein word by word.

SECTION 11. Remedies Not Exclusive. It is agreed that each and every of the rights, benefits and remedies provided to any of the parties hereto by this Agreement, or any instrument or document executed or delivered pursuant to this Agreement, shall be cumulative and shall not be exclusive of any other said rights, benefits and remedies allowed by law or equity to any of the parties.

SECTION 12. Governing Law. This Agreement is being executed and delivered in the State of Michigan, and shall be governed by and construed and enforced under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

THE CITY OF ADRIAN

By: _____

Its: _____

D&P Communications

By: _____

Its: _____

R11-017

February 21, 2011

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

RESOLUTION

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) or (denied) and that the City Administrator is authorized to execute the agreement on behalf of the City of Adrian.

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



MISCELLANEOUS

M-1

DEPARTMENTAL REPORT

FEBRUARY 21, 2011

	JANUARY 2011	DECEMBER 2010	JANUARY 2010		
POLICE DEPARTMENT					
Complaints Answered	706	687	668		
VIOLATIONS					
Moving Citations	135	101	93		
3-6 am Parking Tickets	225	293	278		
Non-Moving Citations	27	15	62		
Downtown Parking Tickets	0	0	0		
TOTAL VIOLATIONS	387	409	433		
ARRESTS	102	74	106		
FIRE DEPARTMENT (See M-4)					
INSPECTION DEPARTMENT					
Building Permits	9	27	10		
Electrical Permits	17	13	11		
Mechanical Permits	21	18	10		
Plumbing Permits	8	7	2		
Sidewalk Permits	0	0	0		
Sign Permits	10	3	17		
TOTAL PERMITS	65	68	50		
Estimated Bldg. Costs		\$264,949	\$73,127		
PARKING SYSTEM					
Parking Assessment	\$8,694	\$5,205	\$3,387		
Lot Revenue	\$0	\$0	\$187		
Street Revenue	\$0	\$0	\$0		
Misc. Revenue	\$7	\$7	\$29		
Permits	(\$75)	\$50	\$225		
Fines	\$25	\$220	\$25		
Collection Fees	\$0	\$0	\$0		
Token Sales	\$0	\$0	\$0		
Contribut-GenFund	\$0	\$0	\$0		
TOTAL REVENUE	\$8,651	\$5,482	\$3,853		
WASTE WATER DEPARTMENT					
M. G. Pumped	120.806	123.974	132.230		
Cost of Plant Operation *		\$316,475	\$219,339		
WATER DEPARTMENT					
M. G. Pumped	81	80	79		
Number of Customers	6,222	6,227	6278		
	Industrial	Commercial	Residential	Other	TOTAL
M. G. Sold Revenue	\$24,411	\$74,807	\$115,124	\$62,093	\$276,435

*Figure not available

M-2

Adrian Fire Department

Monthly Report

January 2011 Total Property Loss Content Loss

Fire

Passenger vehicle fire	1	\$1,000	\$0
	1		

Rescue

Rescue, EMS incident, other	33		
Medical assist, assist EMS crew	5		
EMS call, excluding vehicle accident with injury	123		
EMS call, PDA	3		
EMS call, refused treatment/transport	9		
Motor vehicle accident with injuries	3		
Vehicle accident with injuries, refused treatment	1		
Motor vehicle/pedestrian accident (MV Ped)	1		
	178		

Hazardous Condition

Hazardous condition, Other	1		
Gas leak (natural gas or LPG)	3		
Toxic condition, Other	1		
	5		

Service Call

Service Call, other	3		
Person in distress, Other	1		
Smoke or odor removal	1		
Smoke Investigation, No action taken	1		
Animal rescue	1		
Assist invalid	2		
	9		

Good Intent

Good intent call, Other	1		
Dispatched & cancelled en route	4		
No Incident found on arrival at dispatch address	1		
	6		

False Alarm

False alarm or false call, Other	1		
System malfunction, Other	1		
Smoke detector activation due to malfunction	2		
Detector activation, no fire - unintentional	2		
	6		

Total	205	\$1,000	\$0
--------------	------------	----------------	------------

M:3

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

ADRIAN D.A.R.T. PASSENGER RIDERSHIP REPORT FOR JANUARY 2011

WEEK END:	JAN 7	JAN 14	JAN 21	JAN 28	JAN 31	TOTAL
MONDAY	306	328	281	318	294	1527
TUESDAY	330	271	272	304	0	1177
WEDNESDAY	323	302	243	318	0	1186
THURSDAY	330	360	330	349	0	1369
FRIDAY	344	321	330	340	0	1335
	1633	1582	1456	1629	294	6594

	JAN 2011	JAN 2010	+/-	DEC 2010
SERVICE DAYS	(21)	(20)		(21)
SENIORS	782	611	171	838
HDCP SENIORS	720	921	-201	738
HANDICAPPED	3027	2894	133	2756
WHEELCHAIRS **	324	324	0	292
GENERAL	2065	2106	-41	1863
	6594	6532	62	6195

RIDERSHIP INFORMATION INCLUDES NIGHT SERVICE.

	2009	2010	2010	2010	%
FEBRUARY	7417	6267			-16%
MARCH	7540	7288			-3%
APRIL	6915	6388			-8%
MAY	6119	5598			-9%
JUNE	6453	5639			-13%
JULY	6098	5747			-6%
AUGUST	5711	5986			5%
SEPTEMBER	5788	5759			-1%
OCTOBER	6440	5722			-11%
NOVEMBER	5594	5917			6%
DECEMBER	6419	6195			-3%
JANUARY	6532	6594			1%
	77026	73100			-5%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS