

PRE-MEETING AGENDA

ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MARCH 2, 2009
5:30 P.M.

There will not be a Pre-Meeting Study Session on Monday, March 2, 2009. The Commission will meet for their regular meeting at 7:00 p.m. in the Commission Chambers on the 2nd floor of Adrian City Hall.

COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
MARCH 2, 2009
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 16, 2009 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PRESENTATION
 - 1. Rebekah Engle will read her essay on recycling entitled, "*A Cleaner Place*".
- VI. CONSENT AGENDA
 - A. RESOLUTIONS
 - 1. Resolution to appoint Bob Near to the Board of Review to the Board of Review for a 3-year term.
 - 2. Resolution to appoint Joe Wagley to the Board of Review as an alternate for a 3-year term.
 - 3. Resolution setting a Public Hearing date to hear and consider comments to submission of an application to MSHDA for a Rental Rehabilitation Grant to provide funding for owners/landlords in the core downtown district.
- VII. PUBLIC COMMENT
- VIII. REGULAR AGENDA
 - A. ORDINANCES
 - 1. Ord. 09-01. Second reading of an Ordinance to amend Section 3.1 of the Zoning Regulations by deleting 160 N. Charles St. from the R-3 Single Family Residential District and including the same in the ERO Education Research and Office District.
 - 2. Ord. 09-02. Second reading of an Ordinance to amend Section 3.1 of the Zoning Regulations by deleting 154 and 166 N. Charles St. from the R-3 Single Family Residential District and including the same in the ERO Education Research and Office District.

3. Ord. 09-03. Second reading of an Ordinance to amend Section 3.1 of the Zoning Regulations by deleting certain parcels on W. Maple, Race, River and Springbrook Ave. from I-1 Light Industrial and including the same in the R-0 Residential Office District.

B. SPECIAL ORDERS

1. Public Hearing to hear and consider comments to the abandonment of Stratford Drive.

C. RESOLUTIONS

1. R09-046. Resolution to (approve) (deny) the abandonment of Stratford Drive.
2. R09-047. Resolution to rescind bid awarded to Starks, Inc. and award bid to Noron, Inc. for the purchase and installation of plumbing and an HVAC system at the Parks & Forestry Maintenance Facility on Miles Drive.
3. R09-048. Resolution to approve a Uniform Video Service Local Franchise Agreement with D & P Cable, Inc. and authorizing the City Administrator to execute said Agreement.
4. R09-049. Resolution to approve entering into an agreement with MDOT to provide financial assistance for Dial-A-Ride services and authorizing the Mayor and City Clerk to execute said agreement on behalf of the City of Adrian.
5. R09-050. Resolution to approve entering into a one year contract with Quick Service Transportation for continued Dial-A-Ride services and authorizing the Mayor and City Clerk to execute said contract on behalf of the City of Adrian.
6. R09-051. Resolution authorizing Alexander PTO as a non-profit organization for the purpose of raising funds for upgrades to the playground equipment at Alexander School.
7. R09-052. Resolution to approve the financing of renovations for the Parks & Forestry facility at 381 Miles Drive.
8. R09-053. Resolution to award bid for overhead doors at the Parks & Forestry Facility.
9. R09-054. Resolution to award contract for redevelopment of the Downtown Adrian website.
10. R09-055. Resolution to approve a Letter of Understanding with J.E. Johnson Development Group, LLC for amendments to the original agreements and authorizing the City Administrator to execute said Letter of Understanding.

11. R09-056. Resolution to award bid for baseball/softball uniforms.
12. R09-057. Resolution to award bid for seal coating at Oakwood Cemetery.

I X. MISCELLANEOUS

1. Brownfield Redevelopment Authority Minutes

X. PUBLIC COMMENT

X I. COMMISSION COMMENTS

MINUTES

**MINUTES
ADRIAN CITY COMMISSION
FEBRUARY 16, 2009
7:00 P.M.**

Official proceedings of the February 16, 2009 regular meeting of the City Commission, Adrian, Michigan.

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

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

ABSENT: Commissioner Clegg

Mayor McDowell in the Chair.

Commissioner Steele moved to excuse Commissioner Clegg, seconded by Commissioner DuMars, motion carried by a unanimous vote.

Commissioner DuMars moved to approve the minutes of the February 2, 2009 regular meeting of the Adrian City Commission, seconded by Commissioner Valentine, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #2980 through #2986	\$ 78,393.08
General Fund Vouchers #19072 through #19092	\$260,542.86
Clearing Account Vouchers amounting to	<u>\$467,979.39</u>
TOTAL EXPENDITURES	<u>\$806,915.33</u>

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

PROCLAMATION AND RECOGNITIONS

1. Mayor McDowell presented a proclamation to Ray Leonard, Lenawee Historical Society, and Carol Souchock, Adrian Public Library Director, in recognition of the 100th Anniversary for the dedication of the Adrian Public Library's Carnegie Building.
2. Mayor McDowell, Chief Collins and Deputy Chief Schwartz presented Lifesaving Awards to Officers Joshua Perry, Eric Adams, Randy Spence and Copper (APD's narcotic dog), and a Meritorious Service Award was presented to Officer LaMar Rufner.

COMMUNICATION

1. Communication from Comcast regarding the addition of new high-definition channels effective March 8, 2009.

PUBLIC COMMENT

1. Ben Negron, 159 N. Madison St., spoke on behalf of his sister, Laura Negron-Terrones of 166 N. Charles Street. Said she is against her property being rezoned to ERO and is concerned that this was proposed without her approval.
2. Mary Jo Bales, speaking on behalf of her father, Merrill Bales, requested that the proposed rezoning of the Bales property on W. Maple to RO District not happen. In addition to a letter, there was also a protest petition from Kuhlman Concrete against the rezoning.

REGULAR AGENDA

ORDINANCES

1. Ord. 09-01. Introduction of an Ordinance to amend Section 3.1 of the Zoning Regulations by deleting 160 N. Charles St. from the R-3 Single Family Residential District and including the same in the ERO Education Research and Office District.
2. Ord. 09-02. Introduction of an Ordinance to amend Section 3.1 of the Zoning Regulations by deleting 154 and 166 N. Charles St. from the R-3 Single Family Residential District and including the same in the ERO Education Research and Office District.
3. Ord. 09-03. Introduction of an Ordinance to amend Section 3.1 of the Zoning Regulations by deleting certain parcels on W. Maple, Race, River and Springbrook Ave. from I-1 Light Industrial and including the same in the R-0 Residential Office District.

RESOLUTIONS

RESOLUTION R09-040

RE: TRANSPORTATION DEPT. – Resolution of Intent to Provide Local Transportation Program and Appoint Transportation Coordinator

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the City of Adrian (hereby known as THE APPLICANT), established under Act 94, to provide a local transportation program for the state fiscal year of 2010 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 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 in the amount of \$72,660; estimated state funds in the amount of \$161,760; estimated local funds in the amount of \$114,559; and estimated fare box funds in the amount of \$105,147, with total estimated expenses of \$454,126.

NOW, THEREFORE, BE IT RESOLVED that THE APPLICANT hereby makes its intention 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 of 2010.

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

RESOLUTION R09-041

RE: INFORMATION TECHNOLOGY DEPARTMENT – Network Server for GIS System

WHEREAS, quotes were solicited and received for a replacement server for the city's GIS system; and

WHEREAS, the Director of Information Technology recommends waiving the competitive bid process and acquiring the server from Hewlett-Packard at a cost of \$7,779.02; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Information Technology Capital Equipment account (661-290.00-977.000); and

WHEREAS, the City Administrator recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution hereby approves the acquisition of a Hewlett Packard ProLiant DL360 G5 Server at a cost of \$7,779.02.

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

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

RESOLUTION R09-042

RE: ADMINISTRATION – FY2009-15 City of Adrian Capital Improvement Program and FY2009-10 Capital Budget Recommendations

WHEREAS, consistent with Public Act 621 of 1978, the Uniform Budgeting Act for Local Government, the Adrian City Administrator 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 FY2009-15; and

WHEREAS, on December 13, 2008, the City Commission and the Planning Commission met in a joint work session 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, and Parks and 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 FY2008-09 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 & Maintenance	Projects which provide a significant decrease in City operating and/or maintenance expenses will be given priority.
Job Creation & Retention	Projects which demonstrably support the creation or retention of jobs for City residents will be given priority.
Neighborhood Development	Projects which are a component of a systematic neighborhood development plan or strategy will be given priority; and

WHEREAS, the City Administrator's FY2009-15 Capital Improvement Program Budget Recommendation is summarized as follows:

<u>FY2009-10</u>	<u>FY2010-11</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>
\$16,718,238	\$6,461,691	\$5,530,388	\$4,216,921	\$3,459,573	\$3,587,877

WHEREAS, consistent with the Municipal Planning Act (PA285 of 1931, as amended – MCL 125.39), the City Administration has submitted the recommended FY2009-15 Capital Improvement Program and FY2009-10 Capital Budget to the Planning Commission for review and consideration before submitting it to the City Commission for final approval; and

WHEREAS, at a regularly scheduled meeting on February 3, 2009, the Planning Commission approved a resolution recommending the City Administrator's FY2009-15 Capital Improvement Program and FY 2009-10 Capital Budget to the City Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Commission, by this resolution, adopts the City Administrator's recommended FY2009-15 Capital Improvement Program (CIP), summarized as follows, and FY 2009-10 Capital Budget for incorporation into the FY 2009-10 Operating Budget and General Appropriations Act.

<u>FY2009-10</u>	<u>FY2010-11</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>
\$16,718,238	\$6,461,691	\$5,530,388	\$4,216,921	\$3,459,573	\$3,587,877

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

There was considerable discussion among the Commissioners regarding the Capital Improvement Plan and the importance of making certain that funds are spent in the most beneficial way possible in these difficult economic times.

RESOLUTION 09-043

RE: DEPARTMENT OF PUBLIC WORKS –Solid Waste Refuse Collection Contract Fuel Cost Adjustment

WHEREAS Allied Waste Systems, Inc., the City of Adrian's contractor for solid waste refuse collection, is currently in the sixth year of a seven-year contract, expiring December 31, 2010; and

WHEREAS, the Contractor is requesting a rate adjustment to decrease the Fuel Recovery Fee from 2.91%, set in January 2008, to a new rate of 2.07%.

WHEREAS, although the original contract was written as a fixed-price contract at a unit cost of \$6.87, with a total amount not to exceed \$499,500 annually, the Scope of Services included a letter from the vendor which provided for an annual C.P.I. adjustment plus one (1%) percent rate increase for each of the years two through seven, "in order to offset the rising cost trends we are experiencing in the areas of labor, workmen's compensation coverage, employee health and welfare, financial assurance and environmental safeguarding insurance."; and

WHEREAS the City Engineer and City Administrator recommend that a rate adjustment for fuel costs incurred by Allied Waste Systems, Inc. be reduced to 2.07% beginning on March 1, 2009 (decreasing the Collection Price from \$8.24 to \$8.17) with the following provisions:

- 1) The subject rate adjustment shall not become a part of the base cost upon which future CPI rate adjustments would apply but, rather, considered an additional benefit granted at the pleasure of the City of Adrian, and
- 2) The subject rate adjustment will be at the full discretion of the City of Adrian and can be reduced or withdrawn at any time should circumstances change, such as a decrease of fuel prices in the marketplace, a deterioration in the City's financial position requiring imposition of general budget strictures,
- 3) or dissatisfaction with collection services.

WHEREAS this reduction in costs shall save the City \$406.98/month.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes reduction of the rate adjustment for fuel costs in the amount of 2.07% to be accorded Allied Waste Systems, Inc. (resulting in a revised Unit Price to \$8.17) on a month-to-month basis with the following provisions:

- 1) The subject rate adjustment shall not become a part of the base cost upon which future CPI rate adjustments would apply but, rather, considered an additional benefit granted at the pleasure of the City of Adrian, and
- 2) The subject rate adjustment will be at the full discretion of the City of Adrian and can be reduced or withdrawn at any time should circumstances change, such as a decrease of fuel prices in the marketplace, a deterioration in the City's financial position requiring imposition of general budget strictures, or dissatisfaction with collection services.

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

RESOLUTION R09-044

RE: POLICE DEPARTMENT–AUTHORIZATION TO USE DRUG FOREFEITURE FUNDS TO PROVIDE NETWORK ATTACHED STORAGE FOR IN-CAR VIDEO CAMERAS

WHEREAS, Public Act 368 of 1978 (the Public Health Code) specifies that all forfeiture monies distributed by the court to the seizing agency "shall be used to enhance law enforcement activities"; and

WHEREAS, the City of Adrian currently has a total of \$21,779.97 in a Trust Account as a result of court-distributed drug forfeiture property seizures; and

WHEREAS, Public Act 368 further specifies that the forfeiture funds shall be "appropriated by the entity (City Commission) having budgetary authority over the seizing agency (Police Department)"; and

WHEREAS, the Adrian City Police Chief has requested a transfer of \$2,432.40 from the Drug Forfeiture Trust Account (Account #701.000.00-280.000) for the purpose of providing network area storage for in-car video cameras; and

WHEREAS, the Police Chief and City Administrator recommend appropriation of drug forfeiture funds to defray the aforementioned cost.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the appropriation of drug forfeiture funds for the purpose of providing network area storage for in-car video cameras.

BE IT, FURTHER, RESOLVED that \$2,432.40 be appropriated from the Trust Fund – Drug Forfeiture Account (701-000.00-280.000) and that the FY 2008-09 Budget be amended as follows:

INFORMATION TECHNOLOGY FUND (661)

Information Technology:

Revenue: 661-000.00-676.701 (Contribution) \$2432.40

Expenditures: 661-290.00-977.000 (Capital) \$2432.40

Balance \$.00

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

MISCELLANEOUS

1. Planning Commission Minutes
2. Zoning Board of Appeals
3. D.A.R.T. Passenger Ridership Reports
4. Departmental Report

PUBLIC COMMENT

None

COMMISSION COMMENTS

1. Mayor McDowell discussed Mayor Exchange and asked for the Commissioners' thoughts/ideas on the exchange. Also mentioned that the Adrian Area Chamber asked if the city would have a table at their fundraiser on February 28th.

The next regular meeting of the Adrian City Commission will be held on Monday, March 2, 2009, in the Commission Chambers on the 2nd floor of Adrian City Hall, 100 E. Church St., Adrian, MI 49221.

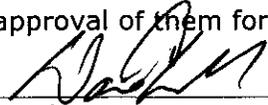
Gary E. McDowell
Mayor

Pat Baker
City Clerk

PRESENTATION OF
ACCOUNTS

March 2, 2009

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 #2987 through #2999.....	\$188,152.45
General Fund	
Vouchers #19093 through #19117	\$403,905.00
Clearing Account Vouchers	
amounting to.....	<u>\$305,077.40</u>
TOTAL EXPENDITURES	<u>\$897,134.85</u>

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

March 2, 2009

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
<u>Receiving</u>			
2987	City of Adrian: Payroll	Payroll for Feb 13	\$ 15,489.79
2988	City of Adrian: General Fund	January Charges	\$ 55,492.48
2989	***VOID***		
2990	City of Adrian: IT Dept	January Services	\$ 6,468.43
2991	City of Adrian: Utilities	Water Bills	\$ 171.64
2992	Consumers Energy	Water Plant Electric	\$ 147.02
2993	Citizens Gas Fuel Co	Various Heat Bills	\$ 8,439.48
2994	City of Adrian: Clearing Acct	Feb 16 Check Register	\$ 96,604.48
2995	City of Adrian	Transfer Payment	
2996	City of Adrian: Payroll	Payroll for Feb 20	\$ 52,576.54
2997	Verizon North	Water Plant Phone	\$ 39.79
2998	Consumers Energy	Various Electric Bills	\$ 37,904.39
2999	Citizens Gas Fuel Co	Various Heat Bills	\$ 11,422.89
Total			\$ 284,756.93
Less CK# 2994			\$ 96,604.48
TOTAL			\$ 188,152.45

WW = \$137,122.61

Wat = \$147,634.32

2-Mar-09

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
19093	\$ 7,194.94	City of Adrian: Payroll	Payroll for Feb 13
19094	\$ 2,018.07	First Federal Bank	Soc Security for Feb 13
19095	\$ 318.72	City of Adrian	Petty Cash
19096		City of Adrian: Utilities	Transfer State MI Funds
19097	\$ 20.00	Trena Jasso	Recreation Refund
19098	\$ 105.00	Rocio Vasquez	Recreation Refund
19099	\$ 1,083.26	City of Adrian: Utilities	Various Water Bills
19100	\$ 13,583.56	Consumers Energy	Various Electric Bills
19101	\$ 7,302.30	Citizens Gas Fuel Co	Various Heat Bills
19102	\$ 240,663.83	City of Adrian: Clearing Acct	Feb 16 Check Register
19103	\$ 4,873.24	Quick Service Transportation	Payroll W/E Feb 14
19104	\$ 10.00	City of Adrian	Dog License Gift Certificate
19105	\$ 186.50	Stone's Café Catering	Volunteer Recognition Dinner
19106		City of Adrian: Econ Development	Transfer State MI Funds
19107		City of Adrian: Utilities	Transfer State MI Funds
19108	\$ 215,305.35	City of Adrian: Payroll	Payroll for Feb 20
19109	\$ 14,772.41	First Federal Bank	Soc Security for Feb 20
19110	\$ 10.00	City of Adrian	Dog License Gift Certificate
19111	\$ 269.36	Verizon North	Various Phone Bills
19112	\$ 30,710.64	City of Adrian: Clearing Acct	Vibrant City Feb 16 CK Reg
19113		City of Adrian: Utilities	Transfer State MI Funds
19114	\$ 117,484.95	Blue Cross Blue Shield of MI	March Hospitalization Ins
19115	\$ 4,377.67	Citizens Gas Fuel Co	Cemetery, Piotter Heat Bills
19116	\$ 10,274.00	Consumers Energy	Various Electric Bills
19117	\$ 4,715.67	Quick Service Transportation	Payroll W/E Feb 21
	\$ 675,279.47		
	\$ (271,374.47)	Less: CK# 19102 & 19112	
	\$ 403,905.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. ACZ LABORATORIES, INC.	233.00		
2. ADRIAN DODGE CHRYSLER PLYMOU	53.85		
3. ADRIAN LANDFILL	14.30		
4. ADRIAN LOCKSMITH & CYCLERY	26.85		
5. ADRIAN MECHANICAL SERVICES C	872.27		
6. ADRIAN OVERHEAD DOORS	349.66		
7. ADRIAN PAINTERS SUPPLY & EQU	7.12		
8. ADVANCE AUTO PARTS COMMERCIA	83.56		
9. AIRGAS GREAT LAKES	179.68		
10. ALL METALS INC.	105.72		
11. ALLIED OFFICE INTERIORS	332.00		
12. ALLIED WASTE SERVICES #259	98.35		
13. AMAZON CREDIT PLAN	727.13		
14. AMERICAN OFFICE SOLUTIONS	72.59		
15. ARCH WIRELESS	31.42		
16. CHRIS ATKIN	88.80		
17. BAKER COLLEGE OF CADILLAC	550.00		
18. BATTERY WHOLESALE	106.96		
19. GREG BELL CHEVROLET, INC	3,488.37		
20. BEST AIRE LLC	3,170.11		
21. BI-STATE FORD TRUCK SALES	27,000.00		
22. BILL'S SERVICE, INC.	152.60		
23. BLACK SWAMP EQUIPMENT	57.90		
24. BLISSFIELD HEATING AND PLUMB	331.17		
25. BOOK OF THE MONTH CLUB	40.04		
26. BUCK & KNOBBY EQUIP CO INC	1,203.60		
27. CENTER MASS INC	440.00		
28. CHAMBERS CONTROL COMPANY	85.00		
29. CLIFT BUICK-PONTIAC-GMC	109.62		
30. COAST TO COAST DELI	71.37		
31. TERRY COLLINS	141.90		
32. COMPRESSOR ENGINEERING CORP	186.52		
33. COMPUTER CARE COMPANY, INC.	179.90		
34. CONTINENTAL SERVICE	407.05		
35. COPS PLUS, INC	144.25		
36. CORRPRO WATERWORKS	1,510.00		
37. CRUISERS INC	3,430.00		
38. DAILEY ENGINEERING, INC.	3,600.00		
39. DAN'S FARM SUPPLY INC	32.86		
40. DETROIT PISTONS	330.00		
41. DICK'S AMOCO INC	282.00		
42. DICTATIONSTORE.COM	289.49		
43. ELIFEGUARD, LLC	315.47		
44. FASTENAL COMPANY	102.47		
45. FEDERAL EXPRESS	239.21		
46. FLORIDA MICRO LLC	1,211.60		
47. GALE	3,000.00		
48. GALL'S INC	361.04		
49. GRAINGER INC.	865.35		
50. GREY FOX FLORAL	423.90		
51. HILLS AUTO & TRUCK REPAIR IN	30.00		
52. HUBBARDS AUTO CENTER	1,376.70		
53. HURON LIME INC.	5,833.25		
54. I.M.S.A. PUBLIC SAFETY	60.00		
55. I.T. RIGHT	8,516.50		
56. ICMA RETIREMENT CORPORATION	217.51		
57. INDUSTRIAL MILL SUPPLY CORP	75.15		
58. INTERNATIONAL ASSOC OF FIRE	204.00		
59. J.E. JOHNSON DEVELOPMENT GRO	90,450.00		
60. JEAN CHRISTOPHER PORTRAITS	2,135.00		
61. JONES & HENRY, ENGINEERS	1,023.84		
62. KELLER THOMA, P.C.	665.00		
63. KIMBALL MIDWEST	138.32		
64. KNAPHEIDE TRUCK EQUIPMENT	529.04		
65. DAVE KNAPP FORD	1,152.42		
66. KNISEL'S TREE SERVICE	4,900.00		
67. KONICA MINOLTA- ALBIN	19.05		
68. BRENT KUBALEK	50.80		
69. KUSTOM SIGNALS, INC.	54.70		
70. LACAL EQUIPMENT INC	574.99		
71. LANSING SANITARY SUPPLY INC	611.46		
72. LARRY'S CUSTOM CYCLES	71.74		
73. LEGACY PRINTING	144.70		
74. LENAWEE COUNTY EQUALIZATION	20.00		
75. LENAWEE COUNTY SHERIFF'S OFF	90.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. LENAWEE INTERMEDIATE SCHOOL	1,577.26		
77. LENAWEE INTEMEDIATE SCHOOLS	149.87		
78. LENAWEE VO TEC CENTER	245.00		
79. DUSTIN LENT	87.96		
80. MANPOWER OF LANSING MI INC.	979.20		
81. MEIJER, INC	19.33		
82. METROPOLITAN UNIFORM CO	410.45		
83. MGFOA	300.00		
84. MICHIGAN ASSOC OF MAYORS	100.00		
85. MICHIGAN ASSOCIATION OF	85.00		
86. MICHIGAN GOVT FINANCE	198.00		
87. MICHIGAN OFFICE SOLUTIONS	482.73		
88. MICHIGAN REC & PARK ASSOC	150.00		
89. MICHIGAN SECTION-AWWA	1,775.00		
90. STATE OF MICHIGAN	782.00		
91. MICHIGAN STATE POLICE	243.17		
92. MICHIGAN TASER DISTRIBUTING	1,877.54		
93. MICHIGAN TBA DISTRIBUTORS IN	258.95		
94. MOM'S CLUB OF TECUMSEH	50.00		
95. H T MORIARTY CO INC	93.56		
96. MUGS N' MORE IMAGING	1,659.62		
97. TOM MULLINS	120.00		
98. MUNICIPAL CODE CORPORATION	389.26		
99. NATIONAL TRUST FOR	250.00		
100. NEXTEL COMMUNICATIONS	1,367.73		
101. NORTH AMERICAN SALT COMPANY	8,370.84		
102. NORTHWEST FUEL INJECTION SER	33.84		
103. NORTHWEST POOLS, INC.	124.89		
104. ODEN TRAINING	260.00		
105. OSBURN ASSOCIATES INC	729.00		
106. PALMER ENVELOPE CO.	666.25		
107. PARAGON LABORATORIES INC	1,100.00		
108. PEERLESS SUPPLY INC	1,242.41		
109. PLATINUM PLUS	3,188.27		
110. PRO-MED UNIFORM	149.50		
111. PROFESSIONAL PUMP INC	1,511.04		
112. PROMEDICA PHYSICIANS	255.00		
113. QUICK SERVICE TRANSPORTATION	2,220.48		
114. QUILL CORPORATION	78.67		
115. S N S CLEANING SERVICE	1,623.00		
116. S.L.C. METER SERVICE INC	1,130.92		
117. ED SCHMIDT GMC	922.39		
118. SEMA-CORP	398.00		
119. SERVICE ELECTRIC CO OF ADRIA	598.00		
120. SERVICE MASTER OF LENAWEE	1,302.00		
121. SOIL & MATERIALS ENGINEERS I	3,900.00		
122. STAPLES	195.63		
123. STITCH WIZARD EMBROIDERY INC	24.00		
124. SUPER LAUNDROMAT &	298.50		
125. T-MOBILE	29.99		
126. THOMAS SCIENTIFIC	2,407.49		
127. TIME EMERGENCY EQUIPMENT INC	74.75		
128. TRACTOR SUPPLY COMPANY	123.93		
129. U S POSTMASTER	1,800.00		
130. UNUM LIFE INSURANCE COMPANY	2,339.39		
131. URS CORPORATION	30,959.45		
132. UTILITIES INSTRUMENTATION	1,375.30		
133. VARSITY FORD INC.	42,245.00		
134. WEISKOPF INDUSTRIES CORP	296.49		
135. WILD SWAN THEATER	800.00		
136. WINTER EQUIPMENT CO INC.	2,432.05		
137. YELLOW TRANSPORTATION, INC.	139.08		
TOTAL ALL CLAIMS	305,077.40		

CONSENT AGENDA

CR-1

CR09-017

March 2, 2009

RE: ASSESSOR DEPT. – Appointment to Board of Review

RESOLUTION

WHEREAS, the resignation of Joseph Wagley as a full member on the Board of Review has created a vacancy; and

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

WHEREAS, Bob Near, former City Assessor, 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. Near.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve the appointment of Robert Near to the Board of Review for a three-year term to expire in 2012.

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

CR-2
CR09-018

March 2, 2009

RE: ASSESSOR DEPT. – Appointment to Board of Review

RESOLUTION

WHEREAS, there currently is a vacancy on the Board of Review for an alternate on said board; and

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

WHEREAS, Joseph Wagley, a former full member on the Board of Review, has expressed a willingness to serve as an alternate on the Board of Review if appointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of Mr. Wagley.

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission does hereby approve the appointment of Joseph Wagley to the Board of Review as an alternate member for a three-year term to expire in 2012.

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

CR-3

CR09-019

March 2, 2009

RE: COMMUNITY DEVELOPMENT – Set Public Hearing Date – Submit Application to MSHDA for a Rental Rehabilitation Grant

RESOLUTION

WHEREAS, the Community Development Department has requested authorization to submit an application for a Rental Rehabilitation Grant from MSHDA in the amount of \$300,000; and

WHEREAS, the grant would be used to assist building owners/landlords with the renovation of vacant 2nd and 3rd floors above commercial space in the core downtown district; and

NOW, THEREFORE, BE IT RESOLVED, that a the Adrian City Commission, by resolution, hereby sets a Public Hearing for the regular meeting of the Adrian City Commission to be held on Monday, March 16, 2009, at 7:00 p.m. in the Commission Chambers of the Adrian City Hall, 100 E. Church Street, Adrian, MI 49221, to receive and hear comments on the submission of an application to MSHDA for a Rental Rehabilitation Grant in the amount of \$300,000.

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

**NOTICE OF PUBLIC HEARING
CITY OF ADRIAN
LENAWEE COUNTY, MICHIGAN**

Notice of Public Hearing to Review a Rental Rehabilitation Program Application
to the Michigan State Housing Development Authority

NOTICE IS HEREBY GIVEN THAT a public hearing will take place before the Adrian City Commission on Monday, March 16, 2009, at 7:00 p.m. The purpose of the public hearing is for the City Commission to review a request for a Rental Rehabilitation program application to the Michigan State Housing Development Authority (MSHDA) for approximately \$300,000 and for citizen input on the application and housing needs. The Rental Rehabilitation program will provide funding to building owners/landlords for the renovation vacant 2nd and 3rd floors above commercial space in the core downtown district of the City of Adrian. The public hearing will be held in the Commission Chambers on the second floor of Adrian City Hall, 100 E Church St., Adrian, Michigan. The public is encouraged to attend. Any questions may be directed to the Community Development Department at (517) 264-4897. EHO



City of Adrian is an Equal Opportunity Lender



REGULAR
AGENDA

0-1
February 5, 2009

Honorable Mayor and City Commission:

At their February 3 regular meeting the Adrian City Planning Commission recommended the approval of rezoning 160 North Charles Street from R-3 Single Family Residential to ERO Education Research and Office.

This property is owned by Adrian College, who was the petitioner in this rezoning request. The property abuts the college campus which is already zoned ERO. On June 3, 2008, the Zoning Board of Appeals approved a one year extension on a Temporary Use Permit for a student group home at this location. The College had originally asked for a five year extension, but the ZBA felt this was not a temporary use and felt that a year extension would give the College time to get the property rezoned to ERO. Last year the Zoning/Development Regulations was amended to include language for student group housing, which is a permitted use in the ERO District. Rezoning this property to ERO would be consistent with the City of Adrian Comprehensive Plan.

Respectfully submitted,



Denise Cook, Secretary



100 E. Church St.
Community Development Department
Adrian, MI 49221

STAFF ANALYSIS

CITY PLANNING COMMISSION

DATE: December 29, 2008

CASE: 08-043

APPLICANT: Kristi Maxwell
(On Behalf of Adrian College)
110 S. Madison St.
Adrian, MI 49221

REQUEST: Rezoning

SUBJECT PARCEL(S): XA0-365-0019-00
160 N. Charles St.
Adrian, MI 49221

DESCRIPTION OF REQUEST:

Adrian College requests rezoning of the parcel located at 160 N. Charles St. The following are the subject parcels:

EXISTING LAND USE/ZONING:

The current land use of the subject parcel is residential with an R-3, Single Family Residential zoning designation. The parcels to the North, West and South are also identical in land use and zoning designation. The parcel to the east has an ERO, Education, Research & Office zoning designation that of which is owned by the college.

FUTURE LAND USE/ZONING:

According to the City of Adrian Comprehensive Plan, future land use designation for the subject parcel is ERO, Education, Research & Office. With exception to the parcel located to the west, which the future land use map designates as Single/Two Family Residential, all other surrounding parcels are Quasi-Public/College or University.

DEPARTMENT REVIEWS:

The standards for review of rezoning requests are found in Section 28.06 of the City of Adrian Zoning Regulations. Presentation of the standards, with the analysis of the petitioner's request to them, now follows:

- a. What identifiable conditions related to the application have changed which justify the proposed amendment?

An amendment to the City of Adrian Comprehensive Plan Future Land Use Map changing the designation of the subject parcel from Single/Two Family to Quasi-Public was approved by the Adrian City Commission on June 2, 2008. With respect to the aforementioned, there have been no identifiable significant changes.

- b. What are the precedents and the possible effects of such precedent which might result from the approval or denial of the petition?

A favorable result of this request will set precedent of proceeding with the goal of conforming to the City of Adrian Comprehensive Plan Future Land Use Map and on-campus student housing needs sought by Adrian College.

- c. What is the impact on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?

No known impact on municipal public services or facilities would result from favorable action on this request.

- d. Does the petitioned district change adversely affect environmental conditions or the value of the surrounding properties?

There are no known environmental conditions which may be affected by the request. Community Development finds that, assuming that property and behavior maintenance is conducted by the Applicant, no impact on values of the subject parcels or surrounding parcels would result from the proposed action. To date, Community Development is not aware of any property or behavior concerns. If approved, the owner of the subject parcel will be required to follow the standards set forth in SECTION 25.15A STUDENT GROUP HOMES.

- e. What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?

The current zoning designation, R-3, allows for Student Group Housing with the approval of a temporary use permit. Adrian College has been operating this residence as student housing under the approved permit originally granted in August 2007. A one year extension was granted by the Board of Zoning Appeals in August 2008 and is scheduled to expire August 2009. Denial of the rezoning will require the owners of the subject parcel to reapply for a temporary use permit extension.

RECOMMENDATION:

Community Development recognizes that a favorable decision of this rezoning will demonstrate

'spot zoning' but due to significant growth Adrian College is experiencing and the immediate necessity for expansion of student housing, provided it is orderly and compliments adjacent land uses, this will be beneficial to the college and the City. The applicants request satisfactorily meets the review criteria found in Section 28.05 of the City of Adrian Zoning Regulations and rezoning will moderately achieve the goal of the amended City of Adrian Comprehensive Plan Future Land Use Map and on-campus student housing needs sought by Adrian College.

Community Development recommends rezoning approval of the parcel located at 160 N. Charles St. with an explicit requirement that all standards be met as set forth in SECTION 25.15A STUDENT GROUP HOMES:

1. The home shall at all times be in compliance with applicable requirements of the Michigan Property Maintenance Code applicable to life and safety issues, as adopted by the City
2. The home shall be subject to annual inspection by the City. The owner may substitute a State of Michigan property inspection to satisfy this requirement, but such State inspection must be conducted and the report transmitted to the City annually.
3. The owner shall provide one (1) on- or off-site vehicle parking space for each person residing in the student group home. Off-site parking spaces must be assigned and be located within 400' of the home. On-site parking areas shall not be located within any front yard.
4. The home shall be subject to other provisions that the Planning Commission may deem necessary to protect the integrity of the neighboring area, and the health, safety and welfare of the residents of the City of Adrian.

**RESOLUTION
ADRIAN CITY PLANNING COMMISSION CASE #07-066**

WHEREAS, Kristi Maxwell, on behalf of Adrian College has submitted a request for rezoning of the parcel located at 160 N. Charles St.; and

WHEREAS, the existing use of the area is residential; and

WHEREAS, the parcel is currently zoned R-3, Single Family Residential; and

WHEREAS, the City of Adrian Comprehensive Plan calls for designation of the parcel/area as Quasi-Public/College or University; and

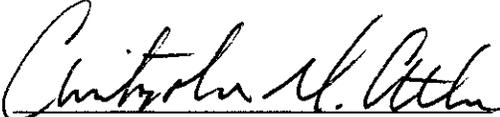
NOW THEREFORE BE IT RESOLVED that the Adrian City Planning Commission accepts the review and analysis conducted by the Community Development Department; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission finds the

application is in compliance with the standards for Official Zoning Map Amendments; and
BE IT FURTHER RESOLVED that the applicant remains in compliance with
requirements set forth in Section 25.15A Student Group Homes; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission recommends
that the Adrian City Commission prepare and approve an ordinance to amend the City of Adrian
Official Zoning Map in accordance with said findings.

On motion by Planning Commission Member _____, seconded by
Planning Commission Member _____, this resolution was adopted
by a _____ vote.


Christopher M. Atkin
Community Development Director

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Argyle Dr

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1370	1364	1362	1358	1344	1340	1336	1328	1324
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FUTURE:
 University Ave
 QUASI-PUBLIC / COLLEGE OR UNIVERSITY

1371	1365	1361	1351	1345	1339	1331	1325
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N Charles St

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153 R-3

RT 1422 147

Argyle Dr

1401

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University Ave

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1234 ERO

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N Charles St

I (We), the undersigned, do hereby respectfully make application and petition to the Planning Commission to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

1. It is desired and requested that the foregoing described property be rezoned from R-3 to ERO
2. It is proposed that the property will be put to the following use: Student Housing
3. It is proposed that the following building(s) will be constructed: N/A
4. The property sought to be rezoned is located at 1160 N. Charles St. between Williams Street and University Street on the East side of the street. It has a frontage of 55 feet, and a depth of 140 feet.
- 5a. The property is part of a recorded plat and is known as Lot(s) Number(s): Lot 19, Anderson Sub of a ~~part of~~ ^{addition} block 3 DK underneath (subdivision)
- 5b. The property is in acreage and is not part of a recorded plat. The property sought to be rezoned is located and described as follows: (Indicate total acreage also)
N/A
6. The property sought to be rezoned is owned by:
Adrian College
7. We attach a statement hereto indicating why, in our opinion; the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, nor the property of other persons located in the vicinity.
8. Attached hereto are 12 prints of a plot plan showing the lot or parcel in question, and the intended layout. These prints are made a part of this petition and are drawn to scale.

RECEIVED
NOV 10 2008
CITY OF ADRIAN
COMMUNITY DEVELOPMENT

NOTICE TO PETITIONER: Petitioner or their representative must be present for the public hearing before the Planning Commission, and also for the City Commission, or it will not be considered.

K. Maxwell (Kristi Maxwell for Adrian College)
Signature of Applicant

110 S. Madison St. Adrian, MI 49221 kmaxwell@adrian.edu
Address and Phone Number - May also include fax number and/or e-mail address

Rezoning Request

Property: 160 N. Charles Street

Owner: Adrian College

Request:

Adrian College is seeking a rezoning of 160 N. Charles Street. The area is immediately adjacent to our campus. This property has served as student housing for the past 14 months via a one year extension of the temporary use permit. It is our intention to continue to use this property for student housing.

The rezoning parcel identified is immediately west of our student dormitories located on the north end of our campus. The College owns a significant part of the property bounded by Charles Street, University Avenue, Madison Street and Williams Street. Rezoning of this parcel from R-3 to ERO is consistent with the city's comprehensive plan for future use.

RECEIVED
NOV 10 2008
CITY OF ADRIAN
COMMUNITY DEVELOPMENT

ZONING BOARD OF APPEALS
JUNE 3, 2008
REGULAR MEETING
MINUTES

The regular meeting of the Zoning Board of Appeals was called to order by Chair Berthold at 6:32 p.m. in the Commission Chambers of City Hall.

Present:	Mike Berthold	Chair
	Greg DuMars	City Commissioner
	Mike Jacobitz	
	Maralee Koleski	

Also Present:	Mitch Blonde	Alternate
	Michael McGrath	Alternate

Absent:	Cindy Bily	Vice Chair
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APPROVAL OF MINUTES OF THE
MAY 6, 2008, REGULAR MEETING

There were no corrections or additions to the minutes. Board Member McGrath moved that the Minutes of the May 6, 2008, regular meeting be approved as presented. Board Member Koleski supported. Motion carried unanimously.

CASE NO. 08-017
VARIANCE REQUEST FOR 506 FRENCH STREET

No one was present to represent this item, so the Board continued with the agenda.

CASE NO. 08-024
REQUEST FOR TEMPORARY USE FOR
160 NORTH CHARLES STREET

Mr. Mike Ayre, representing Adrian College, was present for this meeting. Board Member McGrath, as an employee of Adrian College, will abstain from the discussion and voting. The petitioner requests a five year extension of a current temporary use for student group housing at 160 North Charles Street. This was conditionally granted by the ZBA on August 7, 2007 and expires on August 6, 2008. The City of Adrian Future Land Use Map shows the subject parcel currently planned for Single/Two Family Residential use, but a Comprehensive Plan map amendment changing the designation to Quasi-Public was approved by the Adrian City Commission on June 2, 2008. In addition, the petitioner

initiated and then withdrew a request for rezoning the subject parcel (Case 07-040). In the review and discussion on that case, a key element was the Comprehensive Plan's Future Land Use designation of the subject parcel. With the favorable action by the City Commission to change the designation to Quasi-Public/Institutional use, the petitioner's interest in seeking rezoning of the subject parcel will have policy support. The City has also amended the Zoning/Development Regulations to include language for student group housing as a permitted use in the ERO District (Case 07-067). There are two other residences (166 and 154) to the north and south of 160 North Charles that are not owned by the College. The College wants to continue to have six students reside at this residence. Dawn Lorenz, 154 North Charles Street, doesn't believe her father wants this property rezoned to ERO at this time, has no objection to having students in the house next door, and has not had any problems with them. The Board discussed allowing a temporary use in place of rezoning; this is not a temporary use and does not meet the requirement of Section 4.81. The majority of the Board was in favor of allowing this to continue for one more year in order for the college to get their property rezoned to ERO. Mr. Ayre was concerned about uncertainty of rezoning and requested a 5 year extension. The Board was in receipt of staff comments. Staff believes it is in the best interest of all parties for the ZBA to consider only a short-term extension of the current temporary use as a means to provide continuing standing for the use, and encourage the petitioner to reinstate their request under Case 07-040. Board Member Jacobitz moved the Zoning Board of Appeals approve a one year extension of the Temporary Use permit for a student group home at 160 North Charles Street, subject to the conditions for student group homes specified in Section 25.15A and that this approval will expire on August 7, 2009. (A copy of the Staff Analysis is Attachment A) Board Member Koleski supported.

In Favor of Motion: Jacobitz, Berthold, DuMars, Blonde, Koleski.

Against Motion: none

Motion carried unanimously.

CASE NO. 08-017
VARIANCE REQUEST FOR 506 FRENCH STREET

No one was present to represent this item, so no action was taken by the Board.

There being no further business the meeting adjourned at 6:52 p.m.

Respectfully submitted,

Denise Cook, Secretary



**STAFF ANALYSIS
COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF ADRIAN
BOARD OF ZONING APPEALS

ATTACHMENT A

DATE: May 29, 2008

CASE: 08-024

APPLICANT: Adrian College
110 S. Madison Street
Adrian, MI 49221

REQUEST: Temporary Use Permit Extension – 160 North Charles Street

DESCRIPTION OF APPEAL REQUEST: The petitioner requests a five (5)-year extension of a current temporary use of a residential unit at 160 North Charles Street for what is now defined in the Zoning Regulations as a student group home. The current temporary use permit was conditionally granted by the ZBA on August 7, 2007 and expires on August 6, 2008.

REVIEW STANDARDS: Zoning Regulations Section 4.8, Permits for temporary buildings, structures and uses.

EXISTING LAND USE: The subject parcel is a single family home being used for student group housing.

ZONING: The official Zoning Map shows the subject parcel is zoned R-3, One-family residential.

FUTURE LAND USE: The City of Adrian Future Land Use Map shows the subject parcel currently planned for Single/Two Family Residential use, but a Comprehensive Plan map amendment changing designation to Quasi-Public is pending approval by the Adrian City Commission on June 2, 2008.

DEPARTMENT REVIEW: The petitioner has applied for five (5)-year extension of the previously-approved temporary use permit pursuant to Section 4.8 of the Zoning Regulations. The petitioner proposes continuation of the home will be designated as "themed student housing". For example, one home may accommodate student athletes, while another may house artistic and/or music students.

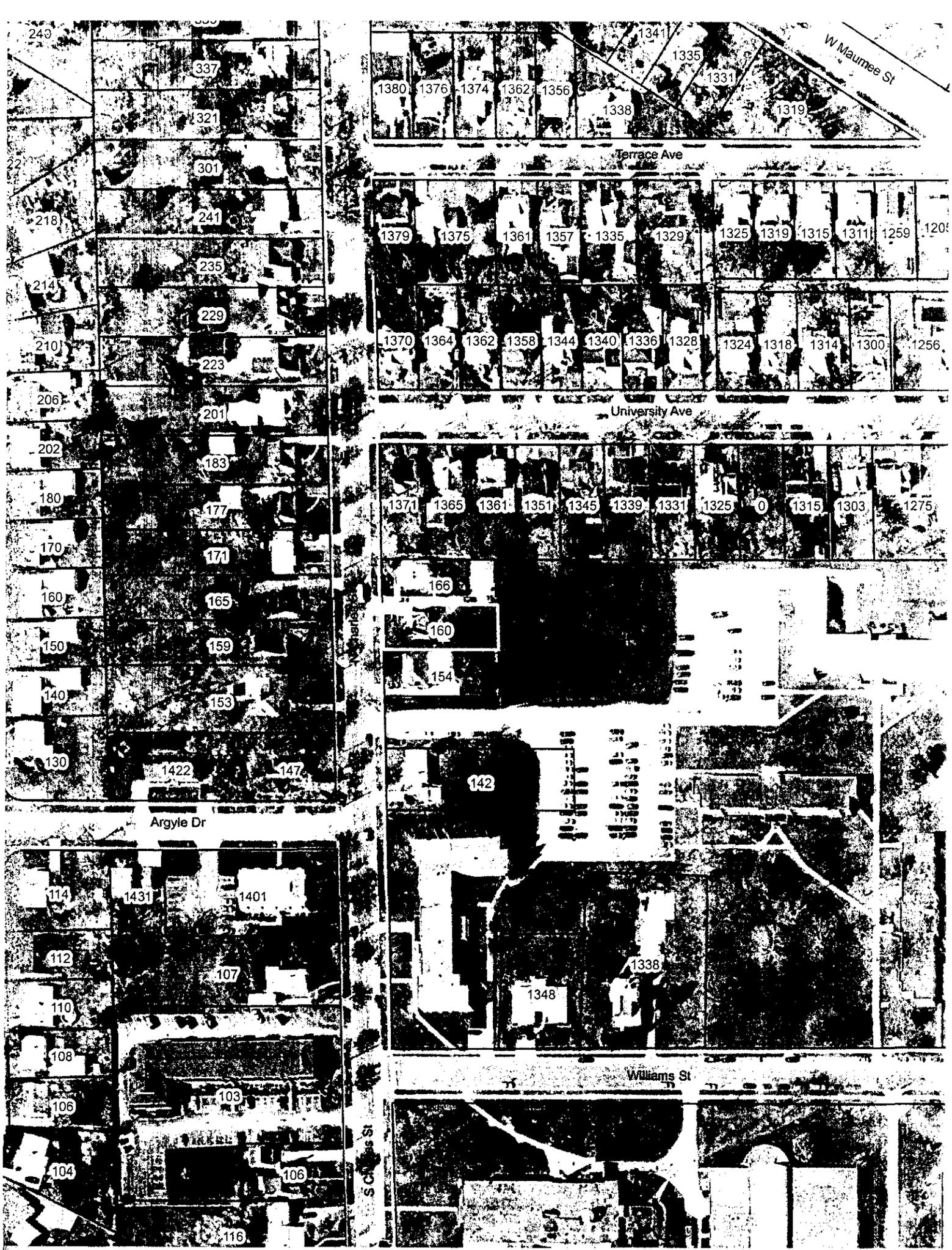
Section 4.8 states that the ZBA may grant extensions of temporary use permits for up to five (5) consecutive years as long as condition of the permit as initially approved do not change. No information has been provided to indicate that any change to the temporary use will occur in comparison to when it was originally approved.

In addition, the petitioner initiated and then withdrew a request for rezoning the subject parcel (Case 07-040). In the review and discussion on that case before the City Planning Commission, a key element was the Comprehensive Plan's Future Land Use designation of the subject parcel. Assuming pending favorable action by the City Commission to change such designation to Quasi-Public/Institutional use, the petitioner's interest in seeking rezoning of the subject parcel will have policy support. Staff therefore believes it is in the best interest of all parties for the ZBA to consider only a short-term extension of the current temporary use as a means to provide continuing standing for the use, and encourage the petitioner to reinstate their request under Case 07-040.

RECOMMENDATION: Community Development has reviewed the request for extension of a Temporary Use Permit originally approved on August 7, 2008 according to the Zoning Regulations Section 4.8, and recommends that the Board of Zoning Appeals approve a one (1)-year extension of the Temporary Use Permit for a student group home, subject to the conditions for student group homes specified in Section 25.15A.

James Tischler, AICP, PCP
Community Development Director

Date



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Terrace Ave

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University Ave

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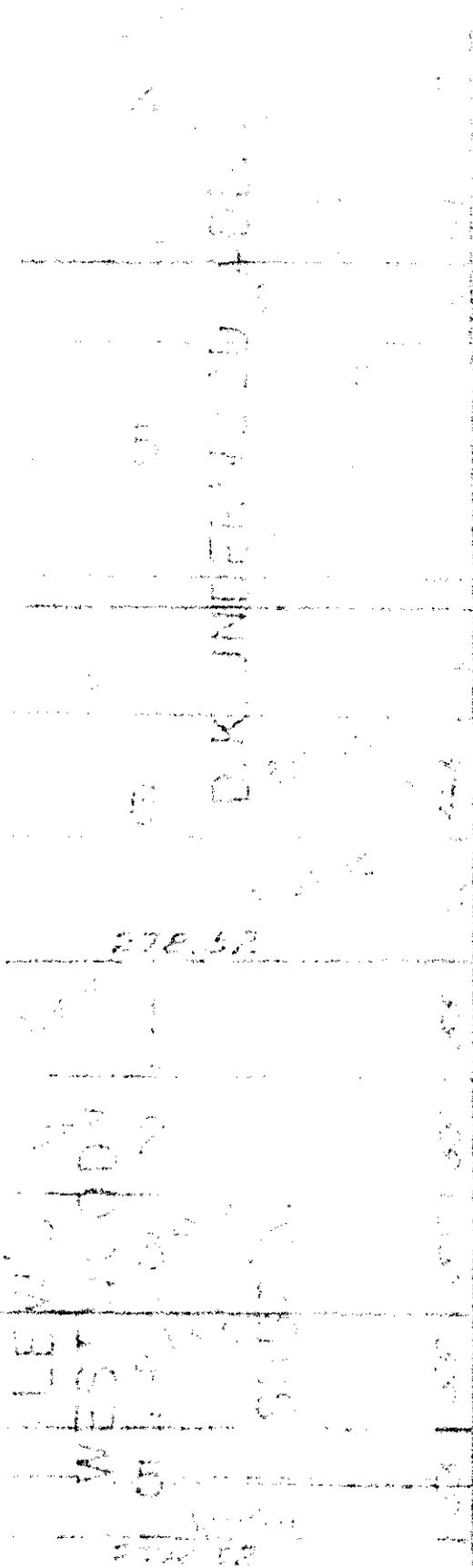
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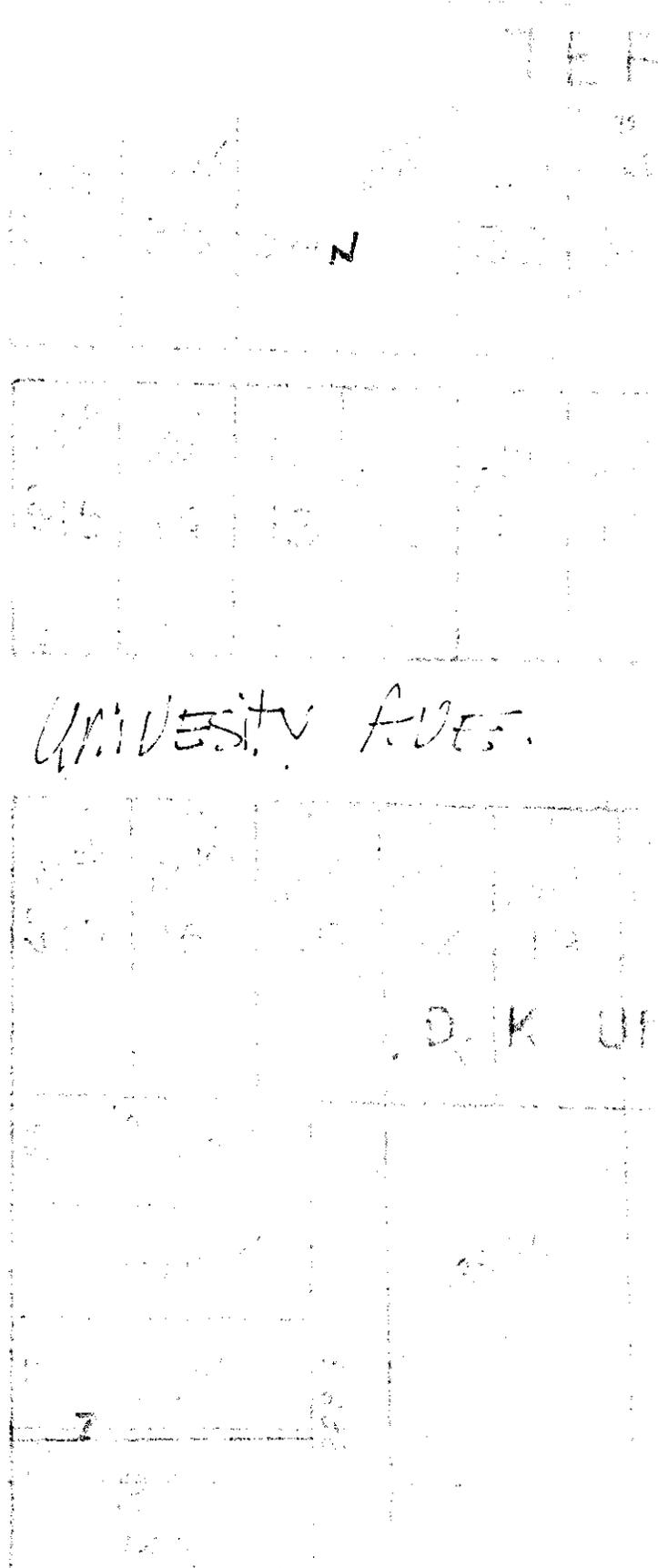
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Williams St



CHARLES ST



ORDINANCE 09-01

AN ORDINANCE TO AMEND THE CITY OF ADRIAN ZONING/DEVELOPMENT REGULATIONS.

The City of Adrian Ordains:

1. That Section 3.1 of Article III of the City of Adrian Zoning/Development Regulations, and the Zoning Map to which reference is therein made, is amended to the extent of deleting Parcel No. XAO-365-0019-00 (160 North Charles Street) hereinafter described from the R-3 Single Family Residential District and including the same in the ERO Education Research and Office District.

2. Parcel described as follows:

LOT 19 ANDERSONS SUB'N OF A PART OF BLK 3 D K
UNDERWOODS ADD

INTRODUCTIONFebruary 16, 2009
SUMMARY PUBLISHEDFebruary 27, 2009
ADOPTION.....
COMPLETED PUBLICATION.....
EFFECTIVE DATE

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

0-2
February 5, 2009

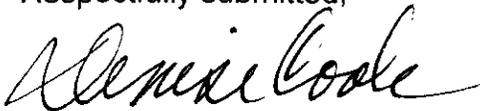
Honorable Mayor and City Commission:

At their February 3 regular meeting the Adrian City Planning Commission recommended the approval of rezoning 154 and 166 North Charles Street from R-3 Single Family Residential to ERO Education Research and Office.

These two properties are on either side of 160 North Charles Street, which Adrian College is requesting being rezoning to ERO. At the January 6 meeting the Planning Commission tabled action on the College's request in order to include these two parcels. The Commission felt they should consider all three properties instead of one isolated parcel.

The property owners of 154 and 166 North Charles expressed their desire to remain in the R-3 District. The Planning Commission felt there would not be a great impact on the owners with the ERO zoning, their properties could still be used for single family residential and the rezoning would be consistent with the Comprehensive Plan.

Respectfully submitted,



Denise Cook, Secretary



RE: Ordinance 0902 Rezoning of 166 N. Charles St. Adrian, MI 49221
Laura Terrones to: pbaker

02/16/2009 05:02 PM

Good afternoon, Pat,

I would just like to inform the City Commissioners that I am not in agreement in having my home at 166 N. Charles St. rezoned to be ERO. I have been living at this address for the past 11+ years and have been paying taxes to the city of Adrian for this amount of time. I hope that this gives me some say in keeping my home zoned Residential.

Thank you!

REMINDER: Please send all Purchase Orders to fleet@adriansteel.com

Laura Negron-Terrones



100 E. Church St.
Community Development Department
Adrian, MI 49221

STAFF ANALYSIS

CITY PLANNING COMMISSION

DATE: January 27, 2009

CASE: 09-001

APPLICANT: City of Adrian Community Development Department
(on behalf of the City of Adrian Planning Commission)
100 E. Church St.
Adrian, MI 49221

REQUEST: Rezoning

SUBJECT PARCEL(S): XA0-365-0018-00 XA0-365-0020-01
166 N. Charles St. 154 N. Charles St.
Adrian, MI 49221 Adrian, MI 49221

DESCRIPTION OF REQUEST:

The City of Adrian Planning Commission requests rezoning of the parcels located at 154 N. Charles St. and 166 N. Charles St. from R-3 to ERO.

A rezoning request, case #08-043, for a parcel owned by Adrian College, located between the subject parcels at 160 N. Charles St. was tabled at the January 06, 2009 Planning Commission meeting and a public hearing was set so the three (3) parcels could be evaluated for rezoning concurrently.

EXISTING LAND USE/ZONING:

The current land use of parcel XA0-365-0018-00 is residential with a R-3, Single Family Residential zoning designation. The parcels to the North, South, and West are zoned and used as residential and the parcel to the East is zoned ERO with a designated Post Secondary Education land use.

The current land use of parcel XA0-365-0020-01 is residential with a R-3, Single Family Residential zoning designation. The parcels to the North and West are zoned and used as residential and the parcel to the South and East is zoned ERO with a designated Post Secondary Education land use.

FUTURE LAND USE/ZONING:

According to the City of Adrian Comprehensive Plan, future land use designation for the subject parcels is ERO, Education, Research & Office. This future land use designation includes the parcel located at 160 N. Charles St.

DEPARTMENT REVIEWS:

The standards for review of rezoning requests are found in Section 28.06 of the City of Adrian Zoning Regulations. Presentation of the standards, with the analysis of the petitioner's request to them, now follows:

- a. What identifiable conditions related to the application have changed which justify the proposed amendment?

Pursuant to Sec. 203 (1) of Act 110, the 2006 Michigan and Zoning Enabling Act,

The zoning ordinance shall be based upon a plan designed to promote the public health, safety, and general welfare, to encourage the use of lands in accordance with their character and adaptability, to limit the improper use of land, to conserve natural resources and energy, to meet the needs of the state's residents for food, fiber, and other natural resources, places of residence, recreation, industry, trade, service, and other uses of land, to insure that uses of the land shall be situated in appropriate locations and relationships, to avoid the overcrowding of population, to provide adequate light and air, to lessen congestion on the public roads and streets, to reduce hazards to life and property, to facilitate adequate provision for a system of transportation, sewage disposal, safe and adequate water supply, education, recreation, and other public requirements, and to conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources, and properties. The zoning ordinance shall be made with reasonable consideration to the character of each district, its peculiar suitability for particular uses, the conservation of property values and natural resources, and the general and appropriate trend and character of land, building, and population development.

An amendment to the City of Adrian Comprehensive Plan Future Land Use Map changing the designation of the subject parcels from Single/Two Family to Quasi-Public was approved by the Adrian City Commission on June 2, 2008. With respect to the aforementioned, there have been no identifiable significant changes.

- b. What are the precedents and the possible effects of such precedent which might result from the approval or denial of the petition?

No precedents are known or anticipated as a result of favorable action on this request.

- c. What is the impact on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?

No known impact on municipal public services or facilities would result from favorable action on this request.

- d. Does the petitioned district change adversely affect environmental conditions or the value of the surrounding properties?

There are no known environmental conditions which may be affected by the request. Community Development finds that no negative impact on values of the subject parcels or surrounding parcels would result from the proposed action.

- e. What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?

The use of the parcels under current zoning designations is economically feasible.

RECOMMENDATION:

Community Development recommends that the Adrian City Planning Commission (1) make a finding that the request for rezoning of the subject parcels satisfactorily meets the review criteria found in Section 28.06 of the City of Adrian Zoning Regulations, and (2) approves the request for rezoning of the subject parcels as shown and forwards the application to the Adrian City Commission with a recommendation for preparation and approval of an ordinance to amend the City of Adrian Official Zoning Map to show such change in use designations.

**RESOLUTION
ADRIAN CITY PLANNING COMMISSION CASE #09-001**

WHEREAS, the City of Adrian Planning Commission has submitted a request for rezoning of the parcels located at 154 N. Charles St. and 166 N. Charles St.; and

WHEREAS, the existing use of the area is residential; and

WHEREAS, the parcel is currently zoned R-3, Single Family Residential; and

WHEREAS, the City of Adrian Comprehensive Plan calls for designation of the parcel/area as Quasi-Public/College or University; and

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

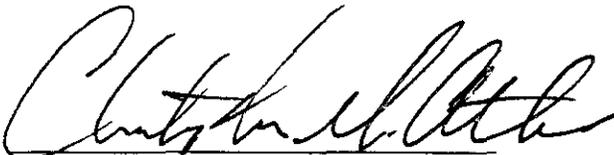
BE IT FURTHER RESOLVED that the Adrian City Planning Commission finds the application is in compliance with the standards for Official Zoning Map Amendments; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission recommends that the Adrian City Commission prepare and approve an ordinance to amend the City of Adrian Official Zoning Map in accordance with said findings.

On motion by Planning Commission Member _____, seconded by

Planning Commission Member _____, this resolution was adopted

by a _____ vote.



Christopher M. Atkin
Community Development Director

ORDINANCE 09-02

AN ORDINANCE TO AMEND THE CITY OF ADRIAN ZONING/DEVELOPMENT REGULATIONS.

The City of Adrian Ordains:

1. That Section 3.1 of Article III of the City of Adrian Zoning/Development Regulations, and the Zoning Map to which reference is therein made, is amended to the extent of deleting Parcel No. XAO-365-0018-00 (166 North Charles Street) and Parcel No. XAO-365-0020-01 (154 North Charles Street) hereinafter described from the R-3 Single Family Residential District and including the same in the ERO Education Research and Office District.

2. Parcel described as follows:

LOT 18 ANDERSONS SUB'N OF A PART OF BLK 3 D K UNDERWOODS ADD

LOT 20 & N 2 FT LOT 21 ANDERSONS SUB'N OF A PART OF BLK 3 D K UNDERWOODS ADD

INTRODUCTIONFebruary 16, 2000

SUMMARY PUBLISHEDFebruary 27, 2009

ADOPTION

COMPLETED PUBLICATION.....

EFFECTIVE DATE

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

0-3
February 6, 2009

Honorable Mayor and City Commission:

At their February 3 regular meeting the Adrian City Planning Commission recommended the approval of rezoning the following properties from I-1 Light Industrial to R-O Residential Office.

<u>Parcel Number</u>	<u>Address</u>
XAO-100-0110-01	0 Maple Avenue
XAO-255-1004-00	0 Race Street
XAO-255-4001-00	239 Maple Avenue
XAO-255-5001-00	240 Maple Avenue
XAO-270-0006-00	205 Race Street (East)
XAO-270-0006-00	205 Race Street (West)
XAO-270-0007-00	217 Race Street
XAO-510-0009-03	320 Springbrook Avenue
XAO-510-0015-01	306 River Street
XAO-510-0016-00	310 River Street
XAO-510-0017-00	305 Maple Avenue

At the meeting, the Planning Commission heard from representatives for Kuhlman Concrete, Bales Trucking, and Lenawee County who expressed their desire to remain industrial. Mr. Brad Slick of 239 West Maple also wanted to remain industrial.

The Planning Commission discussed the rezoning as a step forward to being consistent with the Comprehensive Plan. The Downtown Riverfront Development Report from the Anderson Economic Group mentions the riverfront west of downtown Adrian holding high potential for redevelopment. The Downtown Blueprint Plan mentions that the development of townhouses on the peripheries of downtown and adjacent to downtown should be encouraged.

There was some dissension on how the rezoning would put limits on existing industrial uses as far as expansion of a business or going to a different industrial type use. It was also mentioned that this area has not changed in over 30 years and may not in the future.

In Favor of Motion: Blonde, Dye, Jacobitz, Phipps

Against Motion: Clegg, Al-Omari, Watson

Respectfully submitted,



Denise Cook, Secretary

PROTEST PETITION

**Re: Rezoning of an Industrial Zone to a
Residential/Office Zone**

Subject parcels:

XA0-100-0110-01	0 Maple Avenue
XA0-255-1004-00	0 Race Street
XA0-255-4001-00	239 Maple Avenue
XA0-255-5001-00	240 Maple Avenue
XA0-270-0006-00	205 Race Street (East)
XA0-270-0006-00	205 Race Street (West)
XA0-270-0007-00	217 Race Street
XA0-510-0009-03	320 Springbrook Avenue
XA0-510-0015-01	306 River Street
XA0-510-0016-00	310 River Street
XA0-510-0017-00	305 Maple Avenue

The undersigned, pursuant to MCL 125.3403, representing the owners of at least 20% of the area of land included in the proposed change, hereby protest the rezoning of the land described above.

Feb. 16, 2009

Kuhlman Concrete, Inc.



By: Charles H. Gross

Bales Investment Company



By: Howard M. Bales, Member

February 3, 2009

Members of the Planning Commission
City of Adrian
100 East Church Street
Adrian, Michigan 49221

Dear Members of the Adrian City Planning Commission:

I apologize for being unable to join you in person; however, I have asked my daughter to share this letter with you on my behalf.

I am writing to you regarding property located at and near 305 West Maple Avenue in Adrian. As a property owner, I would like to formally express my objection to the proposal to rezone the above mentioned properties.

Over the years, I have been personally involved in many community betterment programs from Adrian's sesquicentennial in 1975 to my 24 years of service on the County Road Commission which ended last year when I decided not to seek reelection. Those of you with long memories may recall that I even served for 16 years on the Adrian Planning Commission.

With regard to the specific rezoning proposal, I have two major concerns. First, I do not believe the area in question lends itself well to residential development and so the proposed change would not result in positive impact to the community. Second, I believe the rezoning would cause significant hardship to the businesses, public services and property owners who would be directly affected by the rezoning proposal.

Therefore, particularly in these difficult economic times, I would respectfully and sincerely urge all planning commissioners to avoid making this change.

Thank you for your consideration.

Sincerely,

Merrill E. Bales

*submitted @
2/2/09 PC Mtg.
de*



100 E. Church St.
Community Development Department
Adrian, MI 49221

STAFF ANALYSIS

CITY PLANNING COMMISSION

DATE: January 27, 2009

CASE: 09-002

APPLICANT: City of Adrian Community Development Department
(On behalf of the City of Adrian)
100 E. Church St.
Adrian, MI 49221

REQUEST: Rezoning of an Industrial Zone to a Residential/Office Zone

SUBJECT PARCEL(S):

XA0-100-0110-01	0 Maple Avenue
XA0-255-1004-00	0 Race Street
XA0-255-4001-00	239 Maple Avenue
XA0-255-5001-00	240 Maple Avenue
XA0-270-0006-00	205 Race Street (East)
XA0-270-0006-00	205 Race Street (West)
XA0-270-0007-00	217 Race Street
XA0-510-0009-03	320 Springbrook Avenue
XA0-510-0015-01	306 River Street
XA0-510-0016-00	310 River Street
XA0-510-0017-00	305 Maple Avenue

DESCRIPTION OF REQUEST:

Applicant requests rezoning of the eleven (11) subject parcels to (1) accommodate studies and best use potential for future residential and office development projects near the downtown Adrian area, and (2) conform zoning designations to future use as directed by the City of Adrian Comprehensive Plan. The specific parcel-by-parcel changes are as follows:

XA0-100-0110-01	0 Maple Avenue	I-1 Light Industrial to R-O Residential Office
XA0-255-1004-00	0 Race Street	I-1 Light Industrial to R-O Residential Office
XA0-255-4001-00	239 Maple Avenue	I-1 Light Industrial to R-O Residential Office
XA0-255-5001-00	240 Maple Avenue	I-1 Light Industrial to R-O Residential Office
XA0-270-0006-00	205 Race Street (East)	I-1 Light Industrial to R-O Residential Office
XA0-270-0006-00	205 Race Street (West)	I-1 Light Industrial to R-O Residential Office
XA0-270-0007-00	217 Race Street	I-1 Light Industrial to R-O Residential Office
XA0-510-0009-03	320 Springbrook Ave	I-1 Light Industrial to R-O Residential Office
XA0-510-0015-01	306 River Street	I-1 Light Industrial to R-O Residential Office
XA0-510-0016-00	310 River Street	I-1 Light Industrial to R-O Residential Office
XA0-510-0017-00	305 Maple Avenue	I-1 Light Industrial to R-O Residential Office

EXISTING LAND USE/ZONING:

The current land use of the subject parcels/area is industrial with an I-1, Light Industrial zoning designation. The parcel to the North is city owned and is site to Trestle Park, to the West is residential with a mix of R-4 and RM-1 zoning designation and one (1) OS-1 parcel. To the East and South is commercial business zoned B-3.

FUTURE LAND USE/ZONING:

According to the City of Adrian Comprehensive Plan, future land use designation for the subject parcels is R-O, Residential Office.

DEPARTMENT REVIEWS:

The standards for review of rezoning requests are found in Section 28.06 of the City of Adrian Zoning Regulations. Presentation of the standards, with the analysis of the petitioner's request to them, now follows:

- a. What identifiable conditions related to the application have changed which justify the proposed amendment?

The 2006 City of Adrian Comprehensive Plan designates the subject parcels as "Live Work (Office Residential)" in the Future Land Use Map. Rezoning of the subject parcels as proposed is in direct conformance with the Comprehensive Plan and encourage short-term implementation of the long range land use recommendations. Also, in November 2006, the Anderson Economic Group submitted a final Market Strategy report for the Downtown Riverfront Redevelopment including the subject parcels in their residential redevelopment study area.

Pursuant to Sec. 203 (1) of Act 110, the 2006 Michigan and Zoning Enabling Act,

The zoning ordinance shall be based upon a plan designed to promote the public health, safety, and general welfare, to encourage the use of lands in accordance with their character and adaptability, to limit the improper use of land, to conserve natural resources and energy, to meet the needs of the state's residents for food, fiber, and other natural resources, places of residence, recreation, industry, trade, service, and other uses of land, to insure that uses of the land shall be situated in appropriate locations and relationships, to avoid the overcrowding of population, to provide adequate light and air, to lessen congestion on the public roads and streets, to reduce hazards to life and property, to facilitate adequate provision for a system of transportation, sewage disposal, safe and adequate water supply, education, recreation, and other public requirements, and to conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources, and properties. The zoning ordinance shall be made with reasonable consideration to the character of each district, its peculiar suitability for particular uses, the conservation of property values and natural resources, and the general and appropriate trend and character of land, building, and population development.

- b. What are the precedents and the possible effects of such precedent which might result from the approval or denial of the petition?

This proposed change would insure future development of a more suitable land use of the subject area adjacent to the River Raisin.

- c. What is the impact on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?

No known impact on municipal public services or facilities would result from favorable action on this request.

- d. Does the petitioned district change adversely affect environmental conditions or the value of the surrounding properties?

There are no known environmental conditions which may be affected by the request.

For future use, negative environmental impacts will lessen and improvements will occur. Also, given current economic conditions, it is anticipated that land values for the subject parcels will increase as a result of the proposed action.

- e. What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?

Use of the current I-2 parcels under current designations is economically feasible. However, designation to R-O is anticipated to increase their economic feasibility because such parcels have the ability to be developed or redeveloped for uses more compatible with adjacent residential and commercial areas and create an attractive corridor to the downtown.

RECOMMENDATION:

Community Development recommends that the Adrian City Planning Commission (1) make a finding that the request for rezoning of the subject parcels satisfactorily meets the review criteria found in Section 28.06 of the City of Adrian Zoning Regulations, and (2) approves the request for rezoning of the subject parcels as shown and forwards the application to the Adrian City Commission with a recommendation for preparation and approval of an ordinance to amend the City of Adrian Official Zoning Map to show such change in use designations.

RESOLUTION

WHEREAS, City of Adrian Community Development has submitted a request for rezoning of multiple parcels identified in the Case 09-002File; and

WHEREAS, the existing use of the parcels is light industrial; and

WHEREAS, the City of Adrian Comprehensive Plan calls for designation of such parcels as Residential Office for future use; and

WHEREAS, the Community Development Department has conducted a review of the applicant's request in accordance with the review standards found in the City Code of Ordinances, Section 28 pertaining to Official Zoning Map Amendments;

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

BE IT FURTHER RESOLVED that the Adrian City Planning Commission finds that the application is in compliance with the standards for Official Zoning Map Amendments; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission recommends that the Adrian City Commission prepare and approve an ordinance to amend the City of Adrian Official Zoning Map in accordance with said findings.

On motion by Planning Commission Member _____, seconded by
Planning Commission Member _____, this resolution was adopted
by a _____ vote.



Christopher M. Atkin
Community Development Director



City of Adrian
Community Development Department
100 E. Church St.
Adrian, MI 49221

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

FROM: Chris Atkin
Director of Community Development

DATE: December 11, 2008

SUBJECT: Rezoning of Parcels on Maple Ave. & River St.

To all:

The purpose of this communication is to seek permission and support to proceed with establishing a case file for rezoning eleven (11) parcels located on Maple Avenue and River Street from I-1, Light Industrial, to R-O, Residential Office. Successful completion of this request will result in favorable progress towards the recommended Future Land Use as designated in the City of Adrian Comprehensive Plan. The subject parcels are as follows:

XA0-100-0110-01
BALES INVESTMENT CO.
0 MAPLE AVE
ADRIAN, MI 49221

XA0-270-0006-00
CITY OF ADRIAN
205 RACE ST
ADRIAN, MI 49221

XA0-510-0015-01
BALES INVESTMENT CO
306 RIVER ST
ADRIAN, MI 49221

XA0-255-1004-00
CITIZENS GAS FUEL CO
0 RACE ST
ADRIAN, MI 49221

XA0-270-0006-00
CITY OF ADRIAN
205 RACE ST
ADRIAN, MI 49221

XA0-510-0016-00
MUCK, ANTHONY J
310 RIVER ST
ADRIAN, MI 49221

XA0-255-4001-00
SLICK, BRADLEY A
239 MAPLE AVE
ADRIAN, MI 49221

XA0-270-0007-00
ADRIAN PUBLIC SCHOOLS
217 RACE ST
ADRIAN, MI 49221

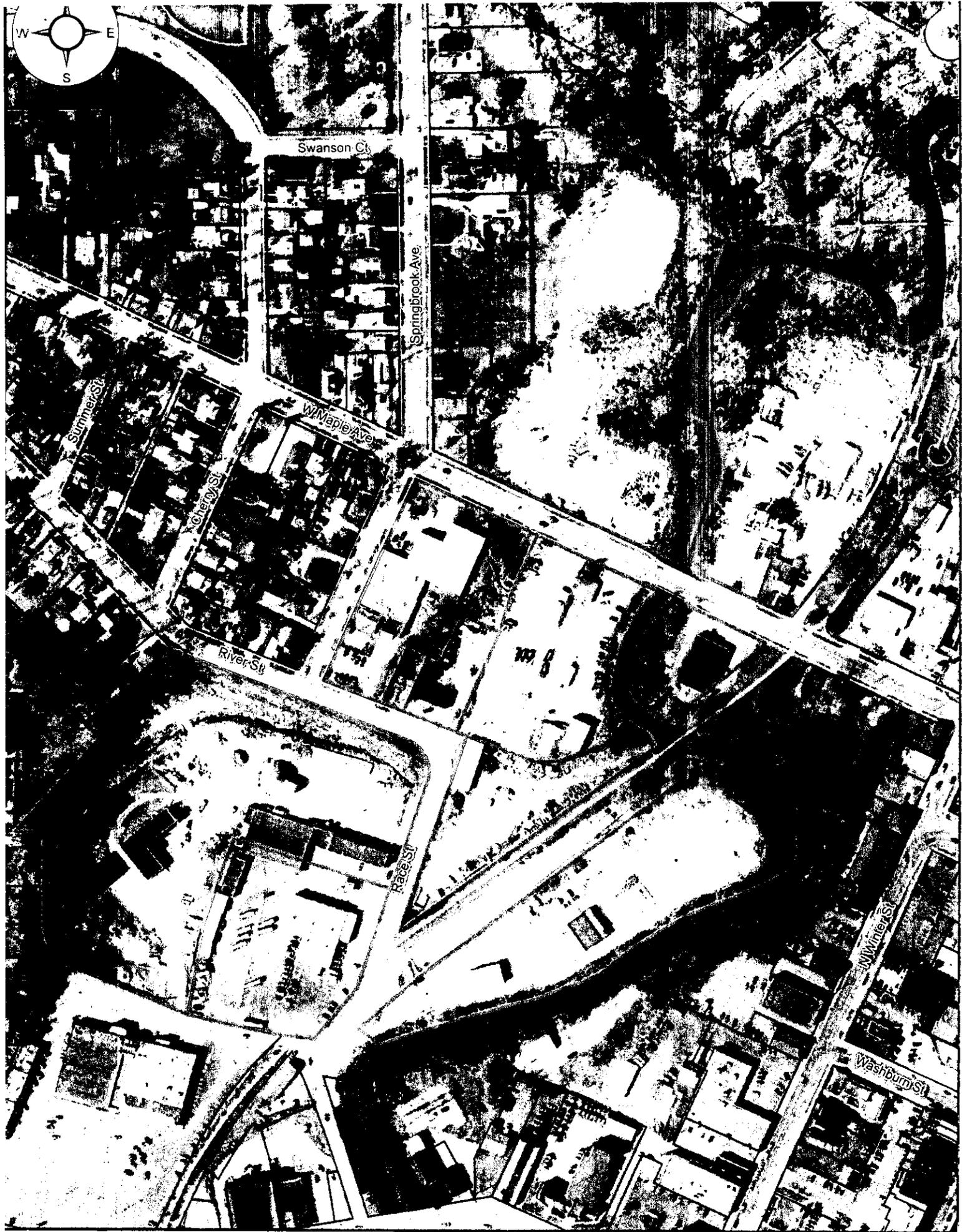
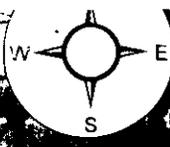
XA0-510-0017-00
BALES INVESTMENT CO
305 MAPLE AVE
ADRIAN, MI 49221

XA0-255-5001-00
KUHLMAN CONCRETE INC
240 MAPLE AVE
ADRIAN, MI 49221

XA0-510-0009-03
LENAWEE COUNTY
320 SPRINGBROOK AVE
ADRIAN, MI 49221

Please feel free to contact me with any questions.

Chris Atkin
Director of Community Development



ORDINANCE 09-03

AN ORDINANCE TO AMEND THE CITY OF ADRIAN ZONING/DEVELOPMENT REGULATIONS.

The City of Adrian Ordains:

1. That Section 3.1 of Article III of the City of Adrian Zoning/Development Regulations, and the Zoning Map to which reference is therein made, is amended to the extent of deleting the following properties hereinafter described from the I-1 Light Industrial District and including the same in the R-O Residential Office District.

2. Parcel described as follows:

LOTS 1-2-3 BLK 4 ASSESSOR'S PLAT NO 11

LOT 1 & S 215 FT OF LOT 2 BLK 5 ASSESSOR'S PLAT 11

COM NLY LN RIVER ST 291.4 FT ELY FR ELY LN SPRINGBROOK AVE TH S 70[^]34' E 173.7 FT N 87[^]51' E 45.6 FT N 71[^]30' E 100.3 FT NLY ALG W BK RAISIN RIVER TO S LN W MAPLE AVE W ALG SD LN 233.5 FT S 22[^]49' W 126.6 FT S 14[^]57' W 173.3 FT S 23[^]33' W 125 FT TO BEG

ALL THAT PART OF LOTS 5 6 & 7 DEAN'S ADDITION TO WEST ADRIAN BEG 200 FT E OF E LINE OF SPRINGBROOK AVE & 515.21 FT N OF N LN MAPLE AVE TH S 306.36 FT TH S 61[^]57' W 111.22 FT TH S 32[^]32' W 58.68 FT TH S 142.51 FT TH S 65[^]05' E 437.98 FT TH N 20[^]00' E 158 FT TH N 17[^]30' W 142.5 FT TH N 14[^]45' E 35.05 FT TH N 65[^]05' W 67.85 FT TH N 27[^]56' E 349.39 FT TH N 43[^]16' W 233.45 FT TH N 76[^]25' W 182.17 FT TH S 132 FT TH W TO POB

OUTLOT A EX LD S OF A LINE DRAWN BETWEEN SE COR LOT 6 & A POINT ON E LI LOT 22 ASSESSOR'S PLAT 20-30 38.22 FT NW'LY FROM SE COR SD LOT. ALSO LOT 8 AND N 97 FT OF LOT 7 ASSESSOR'S PLAT 14

LOTS 6 & 7 ASSESSOR'S PLAT NO 14 EX N 97 FT LOT 7

LOT 4 BLK 1 ASSESSORS PLAT NO 11

E 21.66 FT OF W 112.66 FT EX N 206 1/2 FT LOT 15 DONOVANS SUB OF A J DEANS ADD

W 91 FT OF S 218.2 FT LOT 15 EX W 33 FT OF N 90.7 FT OF S 208 FT DONAVANS SUB OF A J DEANS ADD

E 39 FT OF LOTS 8 & 9 & E 39 FT OF S 23 FT LOT 10 & W 6 FT OF S 123 FT LOT 15 MICHAEL DONOVANS SUB OF LOTS 3 & 4 A J DEANS ADD

LOTS 11, 12, 13, 14 & PARTS LOTS 8, 9, 10 & 15 MICHAEL DONAVAN'S SUB OF LOTS 3 & 4 AJ DEANS ADDITION DESC AS BEG ST NW COR LOT 14 TH S 66 DEG 46'24"E 268.78 FT ALG S'LY LI OF W MAPLE AVE TH S 23 DEG 10'59"W 127.61 FT TH S 15 DEG 18'39"W 80.84 FT TH N 66 DEG 24'14"W 81.83 FT TH S 23 DEG 47'49"W 101.50 FT TH N 66 DEG 15'0"W 72 FT TH S 23 DEG 51'0"W 126.45 FT TH N 70 DEG 11'8"W 123.89 FT ALG N'LY LI OF RIVER ST TO E'LY LI OF SPRINGBROOK AVE TH N 23 DEG 12'38"E 85.77 FT TH S 66 DEG 47'22"E 68.08 FT TH N 23 DEG 12'38"E 80 FT TH N 66 DEG 47'22"W 68.08 FT TH N 23 DEG 12'38"E 276.04 FT ALG E'LY LI OF SPRINGBROOK AVE TO POB ALSO INCLUDING ALL THAT PART OF LOT 9 & 10 MICHAEL DONOVAN'S SUB OF LOTS 3 & 4 AJ DEAN'S ADD TO THE CITY OF ADRIAN COMM IN E'LY LI OF SPRINGBROOK AVE AT T PT LOC 12.23 FT S'LY FROM NW COR LOT 10 RUNN TH S 23 DEG 15'W ALG E'LY LI OF SPRINGBROOK AVE 80 FT TH S 66 DEG 45'E 68.08 FT TH N 23 DEG 15'E 80 FT TH N 66 DEG 45'W 68.08 FT TO POB

3. More commonly known as:

<u>Parcel Number</u>	<u>Address</u>
XAO-100-0110-01	0 Maple Avenue
XAO-255-1004-00	0 Race Street
XAO-255-4001-00	239 Maple Avenue
XAO-255-5001-00	240 Maple Avenue
XAO-270-0006-00	205 Race Street (East)
XAO-270-0006-00	205 Race Street (West)
XAO-270-0007-00	217 Race Street
XAO-510-0009-03	320 Springbrook Avenue
XAO-510-0015-01	306 River Street
XAO-510-0016-00	310 River Street
XAO-510-0017-00	305 Maple Avenue

INTRODUCTIONFebruary 16, 2009

SUMMARY PUBLISHEDFebruary 27, 2009

ADOPTION

COMPLETED PUBLICATION

EFFECTIVE DATE.....

On motion by Commissioner _____, seconded by

Commissioner _____, this ordinance was _____ by

a _____ vote.

SO-1, R-1

March 2, 2009

SPECIAL ORDER

The Mayor called for the hearing and consideration of comments to the abandonment of Stratford Drive, which extends off Stratford Avenue, south of W. Maumee Street.

Discussion

When the Mayor called for final objections _____

and he declared the hearing closed.

R09-046

March 2, 2009

RE: ENGINEERING DEPARTMENT – Abandonment of Stratford Drive

RESOLUTION

WHEREAS, a request by Adrian College to abandon Stratford Drive, which extends off Stratford Avenue south of W. Maumee Street, has been received by the City of Adrian; and

WHEREAS, the City Administrator and City Engineer have reviewed the request and recommend its approval; and

WHEREAS, the City Commission finds and determines it to be in the best interest of the City to abandon Stratford Drive, with legal description as follows:

Beginning at the original platted Point of Beginning (P.O.B.) 509.23 feet West and 1771.71 feet North from Southeast corner Sec. 33, T6S-R3S, proceeding to a new P.O.B. 60.00 feet N 58° 51'W; thence N 58° 51' W 365.48 feet, thence N 17° 43' E 41.12 feet, thence S 58° 51'E 375.03 feet, thence S 31° 09' W 40.00 feet to the new P.O.B.

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission does hereby approve the abandonment of Stratford Drive as described above and instructs the City Engineer to amend the street plan map by eliminating Stratford Drive from said map; and be it

FURTHER, RESOLVED that the City of Adrian shall, and hereby does, retain all easements located on said parcel.

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

R-2

MEMO



DATE: February 19, 2009
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
RE: Plumbing/HVAC Bid for Parks and Forestry Building

The City Commission previously approved a bid from Starks, Inc. of Bryan, OH in the amount of \$182,800 to provide plumbing and HVAC installation at the Parks and Forestry building. I have been advised by the owner of Starks that, due to his claim of interference by the Pipefitters Union, that he was withdrawing his bid. He did not want the city to receive any negative attention from this matter and also did not want to become involved in another public disagreement with the Union.

Robert Gentry has contacted the next low bidder, which is Noron, Inc. of Toledo, OH. The bid of this company is for \$209,062.00. Robert has checked the references given by Noron for Merillat Industries, which has indicated that they have worked for them since 2002, they have been pleased with their service and continue to have the entire maintenance contract for both plumbing services and HVAC maintenance. Robert will also be reviewing Michigan licenses for this company to make certain that they are qualified to complete the work.

As such, I recommend that the bid be awarded to Noron, Inc. of Toledo, OH in the amount set forth above.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:bjw

RESOLUTION

RE: PARKS & RECREATION DEPARTMENT – Parks & Forestry Maintenance Facility Renovation – Award of Bid – Plumbing and HVAC

WHEREAS, based on specifications developed by Dailey Engineering, bids were solicited and received on Thursday, January 22, 2009 for the purchase and installation of plumbing and HVAC service at the new Parks & Forestry Maintenance Facility; and

WHEREAS, four (4) contractors responded, with Starks, Inc., Bryant, OH, being the lowest responsive bidder at \$182,800.00; and

WHEREAS, Starks, Inc. has since withdrawn their bid and the City Administrator has recommended that this work be awarded to the next lowest bidder, Noron, Inc. of Toledo, OH in the amount of \$209,062.00; and

WHEREAS, the Finance Director indicates that funding for this project will be derived from Installment Purchase Loan Proceeds from the previously authorized Huntington Bank; and

WHEREAS, the Parks & Forestry Superintendent and City Administrator recommend selection of Noron, Inc. of Toledo, OH for the purchase and installation of plumbing and HVAC service at the new Parks & Forestry Maintenance Facility at a cost not to exceed \$209,062.00.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, rescinds the contract with Starks, Inc. and authorizes the selection and engagement of Noron, Inc., of Toledo, OH, for the purchase and installation of plumbing and HVAC service at the new Parks & Forestry Maintenance Facility at a cost not to exceed \$209,062.00.

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

R.3

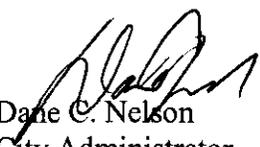
MEMO _____



DATE: February 23, 2009
TO: Honorable Mayor and City Commissioners
FROM: Dane C. Nelson, City Administrator
SUBJECT: Franchise Agreement – D & P Cable, Inc.

A representative from D & P Cable, Inc. recently contacted me to advise that a request had been made by Bixby Hospital to provide video services to its location on Riverside Avenue. In order to do so, it is necessary to have a franchise agreement approved, which is consistent with state law. As such, a resolution has been prepared to approve the granting of the franchise to D & P Cable, Inc., which at this point, is limited to this company providing service to Bixby Hospital only. The City will receive a fee equal to five percent (5%) of the gross revenues received by the company from the hospital. Payments would be made on a quarterly basis. In addition, in the event the fee dispute with Comcast Cable over PEG fees is resolved, this could also result in a slightly increased fee for the franchise with D & P.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:bjw

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

I. Definitions

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

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

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

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

V. Term

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

VI. Fees

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

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

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

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

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

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

VIII. PEG Fees

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

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

If to the Provider:
(must provide street address)

City of Adrian:

Attn: _____

Fax No.: _____

D&P Cable, Inc

4200 Teal Rd

Petersburg, MI 49270

Attn: David LaRocca

Fax No.: 734-279-2640

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

XVI. Miscellaneous

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

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

City of Adrian, a Michigan Municipal Corporation

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____

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



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

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

ATTACHMENT 1

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

Date: 01/26/2009		
Applicant's Name: D&P Cable, Inc		
Address 1: 4200 Teal Rd		
Address 2:		Phone: 734-279-1339
City: Petersburg	State: MI	Zip: 49270
Federal I.D. No. (FEIN): 38-3166102		

Company executive officers:

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

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

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

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

Bixby Medical Center - 818 Riverside Ave, Adrian, MI

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

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

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

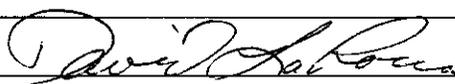
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: 04/01/2009

For All Applications:

**Verification
(Provider)**

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

Name and Title (printed): David LaRocca - President	
Signature: 	Date: 1/26/09

(Franchising Entity)

City of Adrian, a Michigan municipal corporation

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____
Date _____

R.3
R09-048

March 2, 2009

RE: ADMINISTRATION – Local Franchise Agreement - D & P Cable, Inc.

RESOLUTION

WHEREAS, D & P Cable, Inc. of Petersburg, MI has submitted a request to the City to grant a Uniform Video Service Local Franchise Agreement to its organization; and

WHEREAS, the proposed agreement has been reviewed; and

WHEREAS, the proposed franchise fee set forth in Paragraph VI, Section A, Subsection (ii), has been set at five percent (5%) of gross revenue; and

WHEREAS, PEG Fees as set forth in Paragraph VIII of said franchise indicates that said fees are still in dispute with Comcast Cable and further sets forth that said fee will be two percent (2%) of gross revenue; and

WHEREAS, it further appears that the proposed agreement is consistent with the state law providing for said Uniform Video Service Local Franchise Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Administrator is hereby authorized to approve said proposed Franchise Agreement with the abovementioned fees inserted and that the City of Adrian, further, approves the terms of said agreement.

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

R-4

R09-049

March 2, 2009

RESOLUTION

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

WHEREAS, a Project Authorization has been proposed which provides financial assistance for such service, effective October 1, 2008 and expires September 30, 2009, not to exceed 16.0% of the estimated eligible costs or \$40,467, and,

WHEREAS, the maximum amount to be paid will not exceed 16% of the audited costs unless additional funds become available at which time a grant amendment and revised project authorization will be prepared, and,

WHEREAS, if Section 5311 operating assistance funds are insufficient to reimburse at 16% of audited costs, a new reimbursement percentage will be calculated for all participating agencies, now, therefore be it,

RESOLVED, that the City Commission of the City of Adrian does hereby approve the proposed Agreement No. 2007-0156, Authorization No. Z4 for FY 2009 Section 5311 Operating Assistance, and be it,

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

HEREBY, authorize the Mayor, Gary E McDowell and City Clerk, Pat Baker to execute Authorization #Z4 for and on behalf of the City of Adrian.

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

Date: January 20, 2009
Agreement No.: 2007-0156
Authorization No.: Z4
Project No.: 105183
Agenda: SAB

**PROJECT AUTHORIZATION
CITY OF ADRIAN
FY 2009 SECTION 5311 OPERATING**

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

Authorization Effective Date: October 1, 2008
Authorization Expiration Date: September 30, 2009
Fiscal Year of Effective Contract Clauses: 2009

The Federal Grant associated with the PROJECT AUTHORIZATION is MI-18-X047.
Grant Year: 2009 Federal Item Number: WK0046 Project is not R&D.

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

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

Payments to the AGENCY under this PROJECT AUTHORIZATION will be based on 16% of the estimated eligible costs, which are \$40,467. The maximum amount to be paid will not exceed 16% of the AGENCY'S audited costs. If Section 5311 operating assistance funds are insufficient to reimburse at 16% of audited costs, a new reimbursement percentage will be calculated for all participating agencies.

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

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

The AGENCY agrees to prepare and furnish to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Instructions on preparing the report are available in the "Local Public Transit Revenue and Expense Manual" (October 1, 2008 through September 30, 2009). The manual is available on the web at www.michigan.gov/mdotptd.

Funding source:

2009/7509 \$40,467 (F)

Checklist: 2009-85

CITY OF ADRIAN



Signature

Print Name and Title

Signature

Print Name and Title

MICHIGAN DEPARTMENT OF TRANSPORTATION

Title: Bureau Director
Bureau of Passenger Transportation

R-5

R09-050

March 2, 2009

RESOLUTION

WHEREAS, the City of Adrian has been contracting Dial-A-Ride services with Quick Service Transportation, Inc., and be it,

RESOLVED, a new one (1) year contract with Quick Service Transportation, Inc., has been proposed, reference: MDOT 2007-0156/Z4/S3, now therefore be it,

FURTHER RESOLVED, that a new one (1) year contract between the City of Adrian and Quick Service Transportation, Inc., be executed for a period ending September 30, 2009 canceling all previous contracts between said parties, and,

HEREBY, authorize the Mayor, Gary E McDowell, and the City Clerk, Pat Baker, to sign the aforementioned contract.

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

CITY OF ADRIAN

QUICK SERVICE TRANSPORTATION, INC.

OPERATIONS CONTRACT

THIS OPERATIONS CONTRACT, Effective October 1, 2008 by and between the City of Adrian, Michigan, a Michigan Municipal Corporation, hereinafter called the "CITY" and Quick Service Transportation, Inc., a Michigan Corporation, of Adrian, Michigan, hereinafter called the "COMPANY".

WITNESSETH:

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

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

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

THE COMPANY SHALL:

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

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

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

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

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

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

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

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

9. Provide heat, light, electrical power and restroom facilities for the dispatch center.

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

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

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

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

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

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

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

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

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

19. Ensure that D.B.E.'s as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that D.B.E.'s have the maximum opportunity to compete for and perform contracts. The M..D.O.T. has set a 2008 D.B.E. goal for participation and all parties agree to put forth good faith efforts to meet this goal.

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

THE CITY SHALL:

21. Receive Federal Section 5311 operating funds as provided in contracts between the M.D.O.T. and the City, and State Local Bus Operating assistance as provided to the City by M.D.O.T. per Act 51 of the Public Acts of 1951, as amended and disburse same to Quick Service based on documented costs incurred and in conformance with State and Federal regulations. This compensation to Quick Service shall not exceed \$240,000 which is a reimbursement estimate for the operating costs.

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

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

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

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

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

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

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

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

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

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

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

A. Pay the COMPANY actual costs incurred for premiums to provide employee and or employee plus one coverage under a basic group health insurance plan for full-time seniority employees with one (1) or more years of service, who are not otherwise covered by another substantially equivalent group health insurance plan paid by another employer.

B. Pay the COMPANY actual costs incurred for vacation pay for all full-time and regular part-time employees with at least one (1) year of continuous service. Each eligible employee will receive a one (1) week vacation paid annually. Upon completion of five (5) years of employment, each eligible employee will receive two (2) weeks vacation paid annually. Upon completion of ten (10) years of employment, each eligible employee will receive three (3) weeks vacation paid annually and said employees with at least twenty (20) years of continuous service will receive four (4) weeks of vacation annually.

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

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

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

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

35. Pay the COMPANY \$338.00 per month as rent for the COMPANY'S dispatch center for the use of the same in the DART system, said rental to include heat, water, and electricity located at 401 S. Tecumseh., Adrian, MI.

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

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

IT IS FURTHER AGREED THAT:

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

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

40. This Contract will terminate September 30, 2009, however, if the revenue received by the CITY from the COMMISSION regarding the DART system shall be terminated for any reason, this Contract may also be terminated immediately by the CITY; provided, further that the CITY chooses in the event of any breach by the COMPANY, without thereby waiving any claims for damages; and provided; further, that the CITY may, at its' discretion and for any reason, terminate this Contract upon thirty days (30) written notice to the COMPANY. The parties may extend this Contract for periods of one (1) year by execution of an amendment, approved by M.D.O.T.

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

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

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

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

CITY OF ADRIAN, MICHIGAN

BY: _____

TITLE: _____

BY: _____

TITLE: _____

QUICK SERVICE TRANSPORTATION, INC.

BY: _____

TITLE: _____

ATTACHMENT A
WAGE SCALE
EFFECTIVE OCTOBER 1, 2008

	CURRENT	DRIVERS	PART-TIME DISPATCH	DISPATCH	OFFICE MANAGER
START	\$8.76	\$9.01	\$9.11	\$9.95	\$10.99
4 MONTHS	\$9.00	\$9.25	\$9.35	\$10.09	\$11.13
1 YEAR	\$9.25	\$9.50	\$9.60	\$10.26	\$11.30
2 YEARS	\$9.40	\$9.65	\$9.75	\$10.35	\$11.39
3 YEARS	\$9.65	\$9.90	\$10.00	\$10.62	\$11.66
4 YEARS	\$9.90	\$10.15	\$10.25	\$10.87	\$11.91
5 YEARS	\$10.15	\$10.40	\$10.50	\$11.12	\$12.17
10 YEARS	\$11.50	\$11.75	\$11.85	\$12.40	\$13.44
15 YEARS	\$12.25	\$12.50	\$12.60	\$13.17	\$14.21
20 YEARS	\$12.75	\$13.00	\$13.10		

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

R-6
R09-051



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(9))

At a _____ meeting of the Adrian City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on March 2, 2009
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Alexander PTO of Adrian
NAME OF ORGANIZATION CITY

county of Lenawee, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R10/06)

Alexander Elementary

520 Cherry St • Adrian, Michigan 49221

517 / 263-9533 517 / 265-3633 (fax)

To: The Adrian City Commission

Re: A resolution for the Alexander PTO to be recognized as a non-profit in the local community for the purpose of obtaining a Charitable Gaming License from the State of Michigan

The Parent Teacher Organization of Alexander Elementary School is a 501c3 non-profit organization. Our tax id number is 38-2995994. We are in the process of raising funds to upgrade our playground equipment some of which is over 40 years old and not up to today's safety standards. To raise some of the needed funds we would like to conduct raffles and award cash prizes. To do this we first need to be a qualified organization and receive our Charitable Gaming License. In order to do this we need to be a recognized nonprofit by the local governing body.

Alexander parents take an active part in the support and direction of the school. Alexander PTO and the parent volunteers are a vibrant part of the school environment. PTO sponsors many annual events that are widely supported and support the teaching staff through additional funding, classroom volunteers, and by creating a positive learning environment. Programs and services available at Alexander include Big Brothers/Big Sisters, Foster Grandparents, Lunch Buddies, Girl Scouts, before and after school child care, after school kids club, and AHS tutors. Some of the PTO programs include Family Nights, Donuts with Dads, Talent Show, Spring Dance, Muffins with Moms, Spelling Bee, Arts/Crafts/Science Fair, and Field Day.

Thank you for this consideration.

Sincerely,



Marne M. Davies

Alexander Playground Committee Chair

R-7

R09-052

March 2, 2009

RE: ADMINISTRATION – Financing of Parks & Forestry Facility - 381 Miles Dr.

RESOLUTION

WHEREAS, the Adrian City Commission previously approved the acquisition and renovation of 381 Miles Drive in the City of Adrian for Parks and Forestry operations; and

WHEREAS, the proposal of Huntington Bank, as successor to Sky Bank, was accepted at said time to finance the installment purchase of said property and renovations; and

WHEREAS, the Finance Director has negotiated with said bank to finance the renovations approved by the Adrian City Commission at its last regular meeting on February 2, 2009.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Administrator is authorized to execute all documents necessary on behalf of the City of Adrian to enter into an Installment Purchase Agreement with Huntington Bank for up to One Million Dollars (\$1,000,000) at the rate of 4.88% per annum, with a balloon payment due on November 15, 2010, with payments to be made semi-annually.

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

R. S

TO: Dane C. Nelson, City Administrator
FROM: Mark Gasche, Director of Parks and Recreation
DATE: February 25, 2009
SUBJECT: Bid Recommendation – Parks and Forestry Maintenance Facility Renovation – Bid Package #3 Re-Bid of Overhead Doors

I concur with the recommendation of the Parks & Recreation Director to award the bid for the purchase and installation of overhead doors with remote entry openers to Quality Overhead Doors of Toledo, OH, in the amount of \$13,602.00. These will be installed and the new Parks and Forestry facility at 381 Miles Drive.

Four firms responded to the offer to bid. Funds are available in the total financing package for this project.



Dane C. Nelson
City Administrator

DCN:bjw

Sealed bids were received on Tuesday February 24, 2009 for the re-bid of overhead door replacement and installation in the new Parks and Forestry Maintenance Facility at 381 Miles Drive. Five contractors responded as follows:

BIDDER	#1-Remove & Replace	#2 - Installation	#3 – Remote Entry Openers	Total
Quality Overhead Door Toledo, OH	\$ 8,367.00	\$ 4,690.00	\$ 545.00	\$13,602.00
Overhead Door of Toledo Toledo, OH	\$ 8,828.00	\$ 5,426.00	\$ 400.00	\$14,654.00
Adrian Overhead Door Adrian, MI	\$ 8,927.46	\$ 5,486.32	\$ 4,158.44	\$18,572.22
Darkinson Doors Toledo, OH	\$ 10,500.00	\$ 5,650.00	\$ 4,798.00	\$20,948.00
Acme Garage Door Plymouth, MI	\$ 11,415.00	\$ 6,145.00	\$ 5,079.00	\$22,639.00

It is my recommendation the bid be awarded to the lowest bidder, Quality Overhead Door of Toledo, OH, in the amount of \$13,602.00. Please note that the first two bidders correctly bid the remote controllers while the remaining three bidders included the actual openers in #3 – Remote Entry Openers. The low bid meets the identified specifications based on submitted information; the doors include a 10 year warranty. Funding for this purchase will be included in the total financing package for this project.

PARKS & RECREATION DEPARTMENT – Parks & Forestry Maintenance Facility Renovation – Award of Re-Bid – Overhead Doors

RESOLUTION

WHEREAS, the Adrian City Commission approved R07-116 - Acquisition and Renovation of 381 Miles Drive for Parks & Forestry Operations, dated July 2, 2007, for a total facility cost not to exceed \$2,000,000; and

WHEREAS, the Adrian City Commission, by Resolution #R07-124, dated July 16, 2007 authorized the selection of Huntington Bank (formerly Sky Bank) to finance the aforementioned acquisition and renovation in an amount up to \$2,000,000 through installment purchase financing as authorized under Michigan Public Act No. 99 of 1933, as amended; and

WHEREAS, in addition, the City Commission, by resolution #R08-029 dated February 4, 2008, approved a professional services engagement with Dailey Engineering, Onsted, MI to prepare the design specifications for the building renovation, as well as the intent to have Dailey Engineering become the third party to the Installment Purchase Agreement, providing coordination and oversight services for the entire renovation project; and

WHEREAS, based on specifications developed by Dailey Engineering, bids were solicited and received on Thursday, January 22, 2009 for overhead door replacement at the new Parks & Forestry Maintenance Facility; and

WHEREAS, because of a change in specifications, the overhead doors were re-bid with five (5) submissions on Tuesday, February 24, 2009, summarized as follows:

<u>VENDOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Quality Overhead Door	Toledo, OH	\$13,602.00
Overhead Door of Toledo	Toledo, OH	\$14,654.00
Adrian Overhead Door	Adrian, MI	\$18,572.22
Darkinson Doors	Toledo, OH	\$20,948.00
Acme Garage Door	Plymouth, MI	\$22,639.00; and

WHEREAS, the Finance Director indicates that funding for this project will be derived from Installment Purchase Loan Proceeds from the previously authorized Huntington Bank; and

WHEREAS, the Parks & Forestry Superintendent and City Administrator recommend selection of the low bid and engagement of Quality Overhead Door, Inc., Toledo, OH to purchase and install overhead replacement doors for vehicle and equipment entry into the new Parks & Forestry Maintenance Facility at a cost not to exceed \$13,602.00.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, authorizes the selection of the low bid and engagement of Quality Overhead Door, Inc., Toledo, OH to purchase and install overhead replacement doors for vehicle and equipment entry into the new Parks & Forestry Maintenance Facility at a cost not to exceed \$13,602.00.

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

R-9



downtown



adrian

MEMORANDUM

TO: HONORABLE MAYOR MCDOWELL, AND CITY COMMISSION
CC: CHRIS ATKIN, COMMUNITY DEVELOPMENT DIRECTOR
FROM: JENNIFER B. COMPTON, DOWNTOWN DEVELOPMENT COORDINATOR
SUBJECT: DOWNTOWN WEBSITE DEVELOPMENT
DATE: February 25, 2009

The City of Adrian Downtown Development Authority has solicited proposals from multiple website development firms for the redevelopment of website materials related to the existing downtown Adrian website. After committee review of the above noted proposals it is the recommendation that the Downtown Development Authority enter into a contract with Celuch Creative Imaging.

Attached you will find a resolution of recommendation for the engagement of website design firm Celuch Creative Imaging for the redesign and redevelopment of Downtown Adrian's website: www.downtownadrian.org.

The completion of a website specific to the downtown district and the efforts of the DDA/City of Adrian as well as other downtown entities was a recommendation of the previously adopted Blueprint and the DDA Board of Directors 2006-07 Strategic Plan.

The continued evolution of electronic technology has led the Downtown Development Authority to re-develop and design a more comprehensive website. The existing needs of the Downtown Development Authority, as well as foreseeable requirements exceed the current site capacity.

Celuch Creative Imaging has provided a proposal of \$9,600.00 for the development of the website, a content management system, search engine optimization, as well as a small photo shoot encompassing downtown Adrian. It is my recommendation that the Commission approves the services of Celuch Creative Imaging at a cost not to exceed \$9,600.00 for the development of a design-rich, user-friendly downtown website that enables future updates and modifications to be made in house at no additional expense. This expense should be appropriated to the DDA Consulting Services Account (281.290.00-812.00) in which sufficient funds are available to undertake this activity.

It is also the opinion of the DDA, and the DDA Promotions Committee that we will be served most effectively by ensuring that the design and lay-out of all of our promotions materials remains cutting edge, effective, and engaging.

I have attached a copy of the proposal as provided by Celuch Creative Services. Should you be aware of any items that are not included on the provided listing, please don't hesitate to contact me.

**Proposal For
City of Adrian, Michigan
Downtown Website Redesign**



CELUCH CREATIVE IMAGING

(ESTABLISHED 1984)

810 Cookson Avenue SE
New Philadelphia, OH 44663

330-339-6777

Contact Person: Jim Celuch

jim@celuch.com

February 10, 2009

A. Experience, Structure, and Personnel

Although Celuch Creative is capable of hosting and often times starts development on its own hosting servers, Celuch Creative advises that our clients look to companies that have the resources, equipment, bandwidth, staff, power backups, redundancy, and greater knowledge to ensure the best hosting experience with little or no downtime and security for your website hosting. Celuch Creative is a website development company that is able to focus on the development of your site without the extreme cost of expensive equipment or the hassles of keeping up with the issues that arise daily in an effort needed to keep a hosting facility running properly. There are many great companies available that have dedicated millions of dollars in equipment and bandwidth and personnel to this effort and Celuch Creative can advise you of trusted companies or be able to work with a hosting company of your choice.

Celuch Creative does not register domain names for its clients. It is important for us to make sure that our client is in control of their website. We believe our service is top notch and are not worried that our clients will ever want or need to leave us as their website provider. If they do choose to go, we do not try and hold them by 'hijacking' their domain name. The site will be hosted on the servers of the hosting company of your choice, in which you will have access to, upon creating an account with them. All code, graphics, software and data will be hosted on this account and will be owned by DDA. You can learn more about Celuch Creative by visiting <http://www.celuch.net> and clicking on the Website Development button in the navigation of the site. There you will find a list of several websites that have been developed by Celuch Creative.

There are three key people at Celuch Creative that will be involved with the development of your website. Jim Celuch, owner of Celuch Creative that heads up all projects as designer and programmer and would lead project coordination. Terry Larh, Website Designer, who will develop look and feel for the site as well as prepare all graphics for each of the pages in the website. Terry will also be very involved with the flow of the content and navigational elements of the website. Shane Eyrich, Website Programmer and Database Administrator who plays the role of taking the designs and developing them into the actual website. Each person is available by phone 330-339-6777 for interview.

B. Methodology

Although the scope of the services set forth in the Request For Proposal is large, the staff at Celuch Creative is experienced and can readily complete this project as we do in our daily activities as a Website Solution Company.

Each of the sections or modules mentioned in this project mirrors other projects that have been created by Celuch Creative and its staff, both as a whole or in part. Each section will be built separately as a stand alone module that will be attached to the design "template". Developing the site in this manor will allow for further development and additional modules to be added as needed in future development. Developing the site in a modular format also allows for focus on each section outside of the whole project and keeps sections from colliding with programming written for other sections that may skew CSS and functionality of the particular module and allows ease of updating or modifying each module without the concern or complication of existing programming that is not intended for the particular module. Writing the site in a module format also allows for increased speed of the site display because there is no unnecessary programming being processed by the server or sent over a clients connection. Often times when working on a particular module, because of the photography nature of Celuch Creative business which pays very close attention to detail, the staff will take one particular module back to Photoshop and the development stage and further enhance the look, flow and functionality before handing it back to the programmer to implement into the site.

Content Management will be included by implementing the use of a pre-built web based software designed by Interactive Tools. Although Celuch Creative has built Content Management Systems in the past for its clients, Celuch Creative has found that this software is very easy to use, lightweight and encompasses everything need-

ed to offer complete Content Management for your site. Celuch Creative is in constant communication with the staff and head programmer at Interactive Tools and has helped in initiating upgrades and further development of the software. Interactive Tools support is second to none and is constantly evolving. There is a 1 time license of \$199.00 per website for the life of the site that will be included in the development of the downtownadrian.org website and the license will be owned by the DDA. All updates to the software will be implemented to the downtownadrian.org website and can be administrated easily by either Celuch Creative or the Project Coordinator of the DDA. Other CMS systems can easily be implemented to the site if the DDA prefers but Celuch Creative, after researching and using other CMS systems, has found Interactive Tools software to be superior.

Search Engine Optimization is always a concern of Celuch Creative when developing websites. It starts with writing clean code that includes all important HTML, solid content and easy to follow navigation that search engine crawlers look for when indexing a website. Although there are many known tricks and tactics used by specific Search Engine Optimization Companies, Celuch Creative has found success in developing sites with a simpler approach of just creating a great website that includes all the key information in the pages necessary for the search engine to do its job and move your site to the top of particular relevant searches involving your site. Many of the Search Engines were developed based on the number of outside sites that link to your website as a relevance of importance of your site. Celuch Creative will advise the DDA to work with other companies and organizations in the community to add your web address to their site to accomplish this task. Celuch Creative does not guarantee search engine placement, but will work diligently with the DDA to provide solid placement for any relevant searches and will advise in the writing of the content of the pages to help with this process.

During the project development, Celuch Creative will assign its staff to focus solely on this project to enforce a concentrated effort in timeliness, customer support and training and all details of the project. Celuch Creative will be available to the DDA Project Coordinator Monday through Friday from 8am to 5pm. Cell phone numbers will be provided in case the need arises for after hours emergencies. Celuch Creative staff can also be contacted by e-mail at any time through the provided e-mail address given in the cover sheet of this proposal.

It is Celuch Creative's determination that the City of Adrian Downtown Development Authority will be very pleased with the work Celuch Creative will demonstrate and that we will not only meet but exceed your expectations in both our client services and as well as in our creative response to this project.

Content Collection:

It will be important to have all or most of the content for each of the sections to be able to decide on look and feel, page layout, flow and navigation of each page. It will also aide in database creation as well as server setup. Content includes all information that will be shown on each page including images and text.

Public Site Design:

Site Design will entail Celuch Creative submitting at least 3 different layouts to your project manager for review. These layout designs will be created in Adobe Photoshop and submitted as PDF's and will not allow for any interaction as the actual site but instead will give a good visual of what the site might look like. Each layout will be diverse and subject to critique to allow Celuch Creative Designers to hear both likes and dislikes of each. This will help us to purpose single site design closer to the look and feel that the DDA will be pleased with although there can and typically may be a few changes before a final layout is agreed upon.

Directory and File Creation:

Based on content and site navigational links, the site will be set up on the server while the look and feel is still being decided on so programming can begin to create the flow navigational links set up to retrieve the files necessary for each section.

Database Setup/Initial Data Entry:

Also, based on content, database construction will begin to handle the different tables and data types needed. At this time initial data will be added to the database through the admin interface to be sure data is going in properly. All data will be created for each of the sections of the site.

G.U.I Creation:

Once a design layout is decided on, the layout will be given to the programmers to render into HTML and CSS. The DDA can expect the HTML version of the site to look exactly like the image version that was decided on. Once this is complete, a website URL will be give to a development site where the DDA will be able to interact and view the progress of the website creation.

Content Integration:

Soon after the design is on site, content for each of the pages will begin to fill each section of the site. The DDA will be able to click on navigational buttons and view the content as its being constructed.

Admin Training:

Once all sections, on both the public and admin sites are situated and displaying data to the website, our staff will open the administration section up to the DDA for training and interaction. At this point the DDA will be able to add, delete and modify all information on the website.

Complete Data Entry:

It would be best at this point to have a member of the DDA begin adding content to the website. Although Celuch Creative is willing to enter all the data necessary for the completion of the website, it will be a good time for a website administrator to interact, learn and ask us questions, if any arise, about the administrative section of the website.

Site Completion:

Once all data has been entered and the DDA is pleased with the flow and look of the website, Celuch Creative will ask for permission in an e-mail to set the website live to the public. Once permission is given, allowing a few hours for DNS propagation, the site will be accessible to the public.

C. Fee

After careful review and much discussion of the Request for Proposal, Attachment A which outlines the initial redesign of the downtownadrian.org website, Celuch Creative believes this to be a 6 week long project, provided all information needed is available in a timely manor, preferably before development starts and that we can agree on the website design look and feel within a reasonable amount of time. Total Fee for Celuch Creative's services and including the price of the license for the CMS system (up to \$300 for license) will be \$9,600.00 which is open for more discussion and negotiable if necessary. Other costs to you outside Celuch Creative's services will included hosting, domain name(s) registration and email which Celuch Creative can advise on but does not offer as a service.

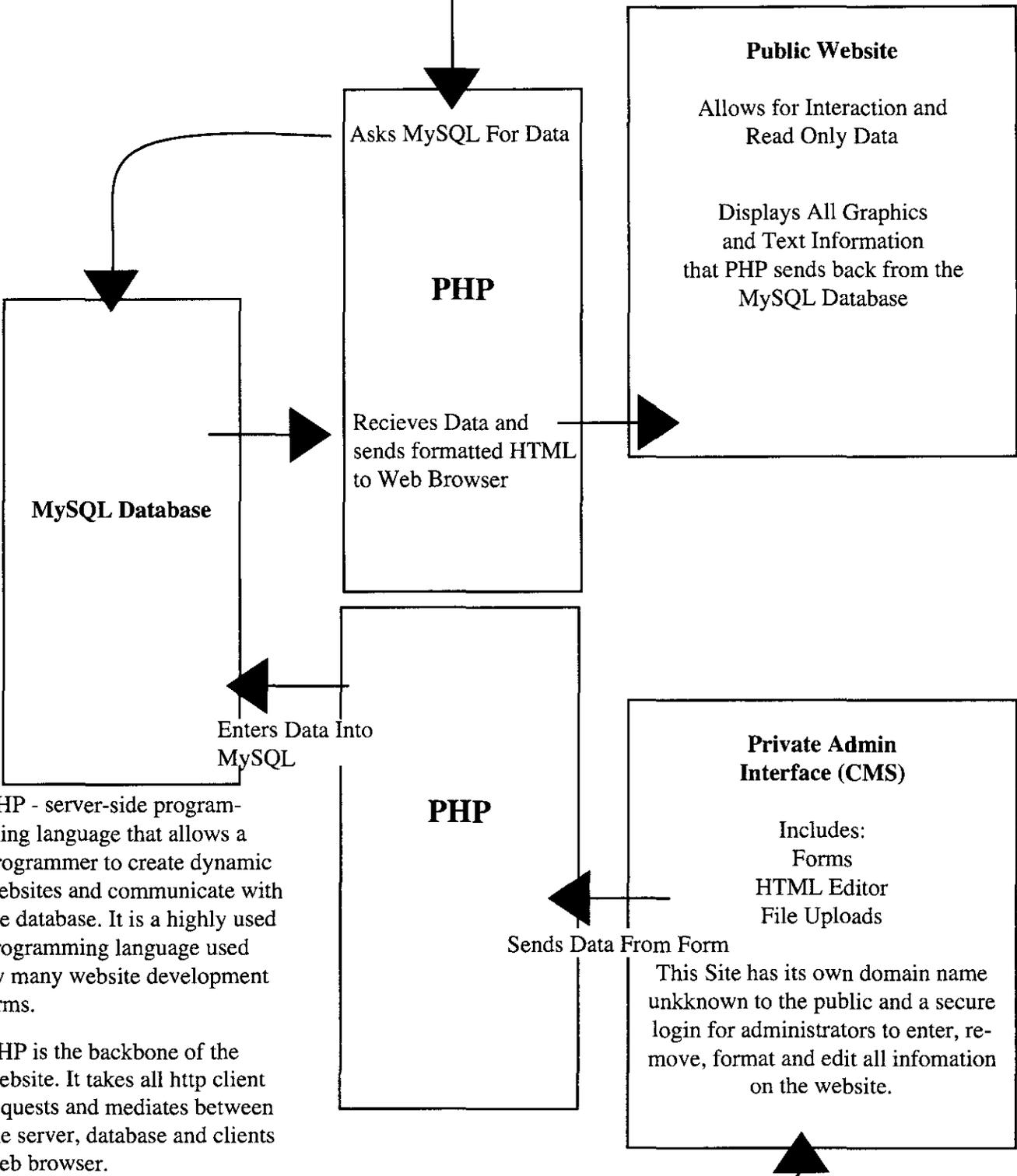
E. Conficts of Interest

There are no conflicts of interest.

www.downtownadrian.com
downtownadrian.com
another example
downtownadrian.com/events

index.php

Tells PHP which page/section to retrieve Data from MySQL



PHP - server-side programming language that allows a programmer to create dynamic websites and communicate with the database. It is a highly used programming language used by many website development firms.

PHP is the backbone of the website. It takes all http client requests and mediates between the server, database and clients web browser.

admin.downtownadrian.com

Login Screen

RE: DOWNTOWN DEVELOPMENT AUTHORITY - Downtown Adrian Website Design

RESOLUTION

WHEREAS, the Adrian Downtown Development Authority and Adrian City Commission has adopted the Blueprint for Downtown Adrian in an effort to revitalize and re-energize downtown Adrian, and

WHEREAS, the aforementioned action plan consists of a variety of recommendations aimed at assisting in the economic redevelopment of downtown Adrian, and

WHEREAS, the aforementioned plan identifies a need for a downtown identity and brand that is unique to downtown Adrian, its character, heritage and charm; and

WHEREAS, the Adrian Downtown Development Authority (DDA) has solicited proposals from multiple website development firms for the redevelopment of the downtown Adrian website, which can be utilized in marketing the downtown through a variety of measures; and

WHEREAS, the DDA received four (4) proposals for the services specified, summarized as follows:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Celuch Creative Imaging	New Philadelphia, OH	\$ 9,600
Metaspring, Inc.	Ann Arbor, MI	\$18,300
Icon Enterprises, Inc. (CivicPlus)	Manhattan, KS	\$21,839
AMPM, Inc.	Midland, MI	\$28,200

WHEREAS, on February 20, 2009, the Adrian Downtown Development Authority Board of Directors approved a resolution recommending that the City of Adrian select the low bidder and enter into the City's Standard Professional Services Contract with Celuch Creative Imaging, New Philadelphia, OH for the aforementioned services at a cost not to exceed \$9,600; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the DDA Consulting Services Account (281-290.00-812.000).

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Adrian City Commission, by this resolution, hereby selects the low bidder and authorizes engagement of Celuch Creative Imaging, of New Philadelphia, OH in the City's Standard Professional Services Contract for an amount not to exceed \$9,600.00, for the services of creating a downtown website and assisting in a continuous brand of above noted services.

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

R-10

MEMO



DATE: February 26, 2009
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Letter of Understanding – J.E. Johnson Development Group, LLC

Since the execution of the various agreements with the Johnson Development Group, certain matters have arisen regarding the timing of renovations and the costs associated for them. Rather than delay the process, we believe it is best to have the building plans approved and let bids before any guaranteed price is presented to the city. As such, we have discussed a proposed Letter of Understanding that will clarify these matters and will generally provide that building plans would be completed and bids solicited before any maximum guaranteed prices are discussed. Once the bids are provided and agreed upon, any changes to the price will then be negotiated based on changes that are desired by the city or possibly as a result of funds that may be received from the Federal Stimulus Program. If such funds are received, it could result in the possibility of increased costs due to the possible requirement to use a prevailing wage agreement with contractors.

The proposed Letter of Understanding does not substantially change any agreement but, rather, clarifies the situation so we can proceed with the plans. As always, in the event the bids come in for any particular project and are determined to be too high, the city will have the option to not proceed with the program, although the city would be responsible for development costs up until the time such a decision would be made.

Respectfully submitted,

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

Dane C. Nelson
City Administrator

DCN:bjw

February 25, 2009

Mr. Greg Saxton
J.E. Johnson Development Group, LLC
2298 N. Eastman Rd.
Midland, MI 48642

Dear Greg:

Since the Adrian City Commission has approved the several agreements relating to the development of the Municipal Complex in downtown Adrian, certain factors have changed that require various matters in the original agreement to be adjusted and clarified by the city and your company.

The factors requiring these clarifications include the need to proceed quickly with the library work and the opportunity to have City Hall relocated sooner than originally expected. In addition, a successful application by the city for funds that may be available by the Federal Stimulus legislation would change certain matters involving the potential cost of the improvements. As such, after discussing these changed conditions, the following factors are set forth to interpret and amend the original agreements as follows:

- (1) In the event the city is approved for funds from the Federal Stimulus legislation and such receipt requires a payment of prevailing wages, it is understood that any costs guaranteed by your firm would need to be adjusted by any requirement to pay prevailing wages.
- (2) Attachment #1 (which is attached hereto) is agreed and accepted to clarify when items of a Management Fee will be charged or not charged respectively. This will clarify Article VI of the Management Agreement.
- (3) Referring to the development of a base-guaranteed maximum lease cost, it is understood that, after the final building plans are completed and approved by the city, bids will be let and received. Both parties will receive the bids and agree, at that time, upon said maximum costs which will then be subject to adjustments during construction as provided in the original agreement. Work will not commence until the final plans and said costs have been accepted by the city.

- (4) It is understood that billings for preliminary architectural design and development work may be presented and paid by the city prior to the final building plan for each project being approved.

If the above language is acceptable and accurately sets forth our discussions and necessary changes, please sign this letter where indicated.

Very truly yours,

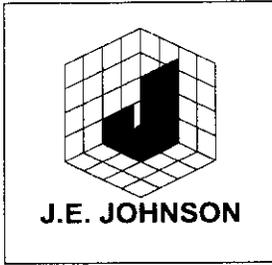
Dane C. Nelson
City Administrator

DCN:bjw

Encls.

The terms of the Letter of Understanding are understood and accepted by J.E. Johnson Development Group, LLC.

J.E. Johnson Development Group



J.E. Johnson Development Group, LLC

P.O. Box 1863, Midland, MI 48642 (989) 835-6671 (989) 835-7147 fax

Attachment #1

- A Management Fee of 8% shall be paid to JEJDG by the City for the following costs to the work (and as needed in each project):

General Requirements	Mobilize/Job Signs	Temporary Toilet
Job Setup	Barricading	OSHA/Safety
Permits	Final Cleanup	Sales Tax
Material	Design/Engineering	Miscellaneous
Temporary Utilities	Builders Risk	Testing – Concrete/Soils
Ice and Water	Labor	Office/Tool Shed
Job Site Security	Equipment	Legal Expense
Utility Connections	Scaffolding	

- Reimbursable Costs to JEJDG with no additional Manager Fee:

Site Supervision
Accounting
Property Taxes (if any)

- Costs covered by 8% Management Fee – not to be invoiced by or reimbursed to JEJDG:

Michigan Business Tax
Project Manager Salary (including PT & I)
Administration
Data Processing
Cell Phones
Office Staff
Postage
Overhead
Profit

RESOLUTION

WHEREAS, the City Commission previously authorized the execution of several agreements with J.E. Johnson Development Group, LLC for the development of a municipal complex on E. Maumee Street in the City of Adrian; and

WHEREAS, since the time of execution of these agreements, certain timetables have been advanced by the city due to certain needs by the library, as well as the opportunity to occupy the new City Hall at a date sooner than previously expected; and

WHEREAS, the parties have discussed these changes and have reached consensus on a Letter of Understanding, which is attached hereto, to clarify and interpret certain matters that have recently arisen.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Administrator is hereby authorized to execute the Letter of Understanding on behalf of the City.

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

R-11

MEMO



DATE: February 26, 2009
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
SUBJECT: Bids for Baseball/Softball Uniforms

I concur with the recommendation of the Parks and Recreation Director to award the bid for the purchase of uniforms for the youth baseball/softball programs to Mugs N' More of Adrian, MI for the prices and items as listed in the bid tabulation. The total 2009 projected cost is \$15,008.90, but the final cost will depend on the number of youth registered for the program.

Two firms responded to the offer to bid. There are sufficient funds in the Recreation Operating Budget for this purchase.



Dane C. Nelson
City Administrator

DCN:bjw

R-11

MEMO

To: Dane C. Nelson, City Administrator
From: Mark K. Gasche, Parks & Recreation Director
Date: February 25, 2009
Re: Bid Recommendation – Baseball/Softball Uniforms

Sealed bids were received and opened at 2:00 p.m. E.D.T. on Tuesday, February 24, 2009 at the Purchasing Office for the purchase of uniforms for the youth baseball and softball programs within the Parks and Recreation Department. This was a re-bid for these items because the first set of bids received prices on items that were not comparable. The bid specifications were clarified and sent out again. Thirteen (13) vendors were invited to bid, with two responding. The bid tabulation is attached.

In comparing unit prices from the two companies, they each have low bids on some of the items, with Pro Med Uniform having a majority of the low bids (22 out of 26 items). However, when we apply the unit costs to the projected number of uniforms to be purchased in each age division and compile an estimated total amount for the purchase, then Mugs N' More Imaging has the low bid. The projected numbers we plugged into the calculation for each age division are the same numbers we used in the budget projection for these programs. We also ran the unit costs using last year's actual order numbers for each age division, which resulted in the same low bidder (Mugs N' More Imaging), but with a slightly increased differential. It should also be noted that both of these bidders stated their prices were only good for the entire order; which is how the bid was specified.

After review with staff, it is my recommendation that the bid for youth baseball and softball uniforms be awarded to Mugs N' More of Adrian, Michigan at the unit prices stated in their bid. The estimated total amount for the season is \$15,008.90; the final amount will be determined once the program registration is complete. Both local bidders are current on their taxes with the City. Funds for this purchase are budgeted in the Recreation supply account for these programs.

ITEM	Mugs 'n More	Pro Med Uniform	# of Orders
T-Ball/MP:	Price	Price	
Adult Package (MLB Hat & Shirt):	\$15.40	\$20.33	11
Youth Package: (MLB Hat & Shirt)	\$14.75	\$18.93	185
Total	\$2,898.15	\$3,725.68	

Baseball Minor/Major/Junior:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Package(MLB Hat, Paints/Belt & 2-Button Shirt)	\$35.50	\$39.80	94
Youth: (MLB Hat, Paints/Belt & 2-Button Shirt)	\$33.25	\$36.60	71
Adult Socks:	\$4.25	\$4.06	94
Youth Socks:	\$4.25	\$3.78	71
Total	\$6,399.00	\$6,989.82	

Softball Machine Pitch:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Dazzle Visor:	\$6.50	\$6.00	3
Youth Dazzle Visor:	\$6.50	\$6.00	29
Adult Two-Button Sleeveless Jersey:	\$12.95	\$12.11	3
Youth Two-Button Sleeveless Jersey:	\$12.45	\$11.51	29
Total	\$607.90	\$562.12	

Softball Minor/Major/Junior:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Dazzle Visor:	\$6.50	\$6.00	47
Youth Dazzle Visor:	\$6.50	\$6.00	23
Adult Two-Button Sleeveless Jersey:	\$12.95	\$12.11	47
Youth Two-Button Sleeveless Jersey:	\$12.45	\$11.51	23
Adult Shorts:	\$6.95	\$6.58	47
Youth Shorts:	\$6.75	\$6.18	23
Adult Socks:	\$4.25	\$4.06	47
Youth Socks:	\$4.25	\$3.78	23
Total	\$2,129.40	\$1,983.06	

Baseball Tournament Teams:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Cap:	\$7.50	\$6.29	27
Youth Cap:	\$7.50	\$6.29	21
Adult Vest: Alternate	\$27.50	\$11.60	0
Youth Vest: Alternate	\$26.50	\$10.60	0
Adult Jersey:	\$17.50	\$11.67	27
Youth Jersey:	\$16.95	\$10.44	21
Total	\$1,188.45	\$836.25	

Softball Tournament Teams:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult:	\$23.25	\$17.67	24
Youth:	\$22.50	\$16.44	12
Adult Dazzle Visor:	\$6.50	\$6.00	24
Youth Dazzle Visor:	\$6.50	\$6.00	12
Total	\$1,062.00	\$837.36	

Coaches Hats (2 per Team)	\$7.50	\$6.29	74
Coaches Dazzle Visors (2 per Team)	\$6.50	\$6.00	26
Total	\$724.00	\$621.46	

Overall Total	\$15,008.90	\$15,555.75	# Based on 2009 Projections
Delivery Time	10 – 14 days	10 days	

ITEM	Mugs 'n More	Pro Med Uniform	# of Orders
T-Ball/MP:	Price	Price	
Adult Package (MLB Hat & Shirt):	\$15.40	\$20.33	12
Youth Package: (MLB Hat & Shirt)	\$14.75	\$18.93	191
Total	\$3,002.05	\$3,859.59	

Baseball Minor/Major/Junior:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Package(MLB Hat, Paints/Belt & 2-Button Shirt)	\$35.50	\$39.80	99
Youth: (MLB Hat, Paints/Belt & 2-Button Shirt)	\$33.25	\$36.60	74
Adult Socks:	\$4.25	\$4.06	99
Youth Socks:	\$4.25	\$3.78	74
Total	\$6,710.25	\$7,330.26	

Softball Machine Pitch:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Dazzle Visor:	\$6.50	\$6.00	3
Youth Dazzle Visor:	\$6.50	\$6.00	29
Adult Two-Button Sleeveless Jersey:	\$12.95	\$12.11	3
Youth Two-Button Sleeveless Jersey:	\$12.45	\$11.51	29
Total	\$607.90	\$562.12	

Softball Minor/Major/Junior:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Dazzle Visor:	\$6.50	\$6.00	49
Youth Dazzle Visor:	\$6.50	\$6.00	24
Adult Two-Button Sleeveless Jersey:	\$12.95	\$12.11	49
Youth Two-Button Sleeveless Jersey:	\$12.45	\$11.51	24
Adult Shorts:	\$6.95	\$6.58	49
Youth Shorts:	\$6.75	\$6.18	24
Adult Socks:	\$4.25	\$4.06	49
Youth Socks:	\$4.25	\$3.78	24
Total	\$2,220.65	\$2,068.03	

Baseball Tournament Teams:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult Cap:	\$7.50	\$6.29	27
Youth Cap:	\$7.50	\$6.29	21
Adult Vest: Alternate	\$27.50	\$11.60	0
Youth Vest: Alternate	\$26.50	\$10.60	0
Adult Jersey:	\$17.50	\$11.67	27
Youth Jersey:	\$16.95	\$10.44	21
Total	\$1,188.45	\$836.25	

Softball Tournament Teams:	Mugs 'n More	Pro Med Uniform	# of Orders
Adult:	\$23.25	\$17.67	24
Youth:	\$22.50	\$16.44	12
Adult Dazzle Visor:	\$6.50	\$6.00	24
Youth Dazzle Visor:	\$6.50	\$6.00	12
Total	\$1,062.00	\$837.36	

Coaches Hats (2 per Team)	\$7.50	\$6.29	96
Coaches Dazzle Visors (2 per Team)	\$6.50	\$6.00	0
Total	\$720.00	\$603.84	

Overall Total	\$15,511.30	\$16,097.45	# Based on 2008
Delivery Time	10 – 14 days	10 days	Actuals

R09-056

March 2, 2009

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

RESOLUTION

WHEREAS, the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Tuesday, February 24, 2009 for baseball/softball uniforms; and

WHEREAS, thirteen (13) vendors were invited to bid and two (2) responded with the following results:

<u>VENDOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Mugs `n More	Adrian, MI	\$15,008.90
Pro Med Uniform	Adrian, MI	\$15,555.75; and

WHEREAS, the Parks & Recreation Director and City Administrator recommend acceptance of the low bid and purchase of baseball/softball uniforms from Mugs `n More, Adrian, MI at an estimated cost (depending on volume purchased) of \$15,008.90; and

WHEREAS, the Finance Director indicates that sufficient funds are available in the FY2008-09 Parks & Recreation Operating Budget for this purpose in the appropriate sub-accounts for the individual activities.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby accepts the low bid and authorizes the Parks & Recreation Department to purchase baseball/softball uniforms from Mugs `n More, Adrian, MI at an estimated cost (depending on volume purchased) of \$15,008.90.

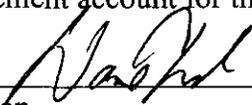
On motion by Commissioner _____, seconded by
Commissioner _____, this resolution was adopted
by a _____ vote.

R-12
MEMO

To: Dane C. Nelson, City Administrator
From: Mark K. Gasche, Parks & Recreation Director
Date: February 25, 2009
Re: Bid Recommendation – Seal Coating at Oakwood Cemetery

I concur with the recommendation of the Parks & Recreation Director to award the bid for seal coating at Oakwood Cemetery to K & B Asphalt of Adrian, MI at a total unit cost of \$0.047 square foot. K & B has agreed to extend their unit cost to cover additional square footage, and Mark has recommended that we authorize K & B to seal coat 125,000 square feet at the cemetery for a total cost of \$5,875.00.

I urge your favorable consideration to award the bid to K & B Asphalt of Adrian, MI for seal coating 125,000 sq. ft. of roads at Oakwood Cemetery at a cost of \$5,875.00. There are sufficient funds budgeted in the Cemetery Capital Improvement account for this work.



Dane C. Nelson
City Administrator

Sealed bids were received and opened at 2:00 p.m. E.D.T. on Thursday, February 19, 2009 at the Purchasing Office for seal coating at Oakwood Cemetery. Fifteen (15) vendors were invited to bid, with seven responding. The bid tabulation is below.

BIDDER	AMOUNT	MATERIAL
K & B Asphalt Adrian, MI	\$ 0.047 SF \$ 4,700.00	Surface Coating Comm Grade Sealing
Wenn Seal Coating Adrian, MI	\$ 0.050 SF \$ 5,000.00	
Buster Sealcoating Hudson, MI	\$ 0.054 SF \$ 5,400.00	Sealmaster
Quality Asphalt Paving Homer, MI	\$ 0.055 SF \$ 5,500.00	Brewer Cote
Affordable Asphalt Middleville, MI	\$ 8,500.00	
Buck Bros LLC Holland, OH	\$ 10,000.00	Sealmaster
Michigan Paving Solutions Interlocken, MI	\$ 18,000.00	Sealmaster

K&B Asphalt of Adrian, Michigan had the lowest bid at \$4,700 for a unit cost of \$0.047 per SF. K&B Asphalt has agreed to extend their unit cost to any additional seal coating we order for the cemetery under this bid. We would like to award the bid for a total amount of 125,000 SF. Therefore, after review with staff it is my recommendation that the bid for seal coating at Oakwood Cemetery be awarded to K&B Asphalt of Adrian, Michigan at the unit prices stated in their bid, for a total amount of \$5,875. The budgeted amount for this project is \$6,000; it is in the Cemetery Capital Improvement account. K&B Asphalt does not owe taxes to the City.

R-12

R09-057

March 2, 2009

RE: DEPARTMENT OF PARKS & RECREATION – OAKWOOD CEMETERY – Seal Coating Bid Recommendation

RESOLUTION

WHEREAS the Department of Parks & Recreation-Oakwood Cemetery, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Thursday, February 19, 2009 for 100,000 square feet of seal coating at the Oakwood Cemetery; and

WHEREAS fifteen (15) vendors were invited to bid and seven (7) responded with the following results:

<u>VENDOR</u>	<u>LOCATION</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
K&B Asphalt	Adrian, MI	\$.047/SF	\$ 4,700.00
Wenn Seal Coating	Adrian, MI	\$.050/SF	\$ 5,000.00
Buster Seal Coating	Hudson, MI	\$.054/SF	\$ 5,400.00
Quality Asphalt Paving	Homer, MI	\$.055/SF	\$ 5,500.00
Affordable Asphalt	Middleville, MI		\$ 8,500.00
Buck Bros, LLC	Holland, MI		\$10,000.00
Michigan Paving Solutions	Interlochen, MI		\$18,000.00

WHEREAS, the Parks & Recreation Director recommends acceptance of the low bid from K&B Asphalt, Adrian, MI, based on the price per square foot, but increasing the number of square feet to 125,000 for a total cost of \$5,875.00 (still within the FY2008-09 \$6,000 appropriation for this purpose); and

WHEREAS, the Finance Director indicates that sufficient funds for this purpose are available in the FY2008-09 Cemetery Capital Improvements Budget (101-276.00-975.000).

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby accepts the low bid and authorizes the Parks & Recreation Department to purchase 125,000 square feet of asphalt from K&B Asphalt, Adrian, MI and enter into the City's Standard Professional Services Contract at a cost not to exceed \$5,875.00.

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

MISCELLANEOUS

m-1
ADRIAN BROWNFIELD REDEVELOPMENT AUTHORITY
FEBRUARY 11, 2009
MEETING MINUTES

The meeting was called to order by Vice Chair Taylor at 5:22 p.m. in the second floor conference room of City Hall.

1. Roll Call Don Taylor, Vice Chair
Gary McDowell, Mayor
Dane Nelson, City Administrator
Roger Ferguson
Barb Mitzel

Also Present: Chris Atkin, Community Development Director
Denise Cook, Secretary

Absent: Ron Reeves, Chair
Jeff Pardee, Finance Director
K. Z. Bolton

2. Public Comment: none

3. Approval of Minutes: Board Member Mitzel moved that the Minutes of the August 21, 2008, meeting be approved as written. Supported by Board Member McDowell. Motion carried unanimously.

4. Finance Report: none

5. Old Business:

- a. Buckeye Project Update: Mr. Nelson talked about the current status. City is still waiting for answer on grant.

6. New Business:

- a. Approval of Brownfield Plan for Site No. 6 – (153-155 East Maumee Street): This is the former Gross Puckey building. The plan is to demolish the one-story structure and construct a building for the police department. The building has been found to be functionally obsolete and is eligible for Brownfield classification. After some discussion, Board Member McDowell, supported by Board Member Mitzel, moved that the Brownfield Plan for Site No. 6 be approved as presented. Motion carried unanimously.

7. Schedule Next Meeting Date: The Board was in agreement to schedule their next meeting for Thursday, March 19.

8. Adjournment: Board Member McDowell moved to adjourn the meeting at 5:37 p.m. Board Member Ferguson supported. Motion carried unanimously.