



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MONDAY
August 1, 2011**

The City Commission will meet for a pre-meeting study session on Monday, August 1, 2011 at 5:30 p.m. in the City Chambers Building, 159 E. Maumee St., to discuss the following:

- I. Closed Session for Labor Negotiation Strategy.
- II. Other items as time permits.



COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
August 1, 2011
7:00PM**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE JULY 18, 2011 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PUBLIC COMMENT
- VI. COMMUNICATIONS
 1. **C1. Administration.** Communication from Comcast regarding changes in price of installation.
 2. **C2. Finance.** Communication from Jeffrey C. Pardee regarding Michigan Municipal League (MML) Liability & Property Pool Loss Control Services and their recommendations as a result of their recent visit of City facilities.
 3. **C3. Finance.** Communication from Jeffrey C. Pardee regarding Downtown Development Authority – FY2010-11 Year End Unaudited Financial Reports.
- VII. CONSENT AGENDA
 1. **CR11-034. Engineering Dept.** Resolution to award a bid for the annual purchase of the City's cold patch requirements.
 2. **CR11-035. Community Development.** Resolution to set a public hearing date of August 15, 2011 at 7:00pm to hear and consider comments to establishment of a Commercial Rehabilitation District for 1357 South Main Street (Adrian Mall).
- VIII. REGULAR AGENDA
 - A. ORDINANCES
 1. **Ord. 11-005. Zoning.** Second reading of an ordinance to amend the City of Adrian Zoning/Development regulations and the Zoning Map by deleting 1505 Inverness Drive from the R-3 Single Family Residential District and including the same in the ERO Education, Research, and Office District.

B. SPECIAL ORDERS

1. **SO-1. Community Development.** Public hearing and consideration of comments to establish a Commercial Rehabilitation District at 240. N. Main Street, 113 E. Front Street, and 124 E. Front Street. (CRD #1)

C. RESOLUTIONS

1. **R11-084. Community Development.** Resolution to approve the establishment of a Commercial Rehabilitation District at 240. N. Main Street, 113 E. Front Street, and 124 E. Front Street. (CRD #1)
2. **R11-085. Engineering.** Resolution to approve a contract change order with P.K. Contracting, Inc. in the amount of \$4,791.78 for additional pavement marking.
3. **R11-086. Engineering.** Resolution to approve the purchase of a single axle dump truck through MIDEAL for \$111,000.00. Funds for this purchase are available in the 2011-2012 Fiscal Year budget as planned during the capital budget process.
4. **R11-087. Dial-A-Ride.** Resolution to authorize the Mayor and City Clerk to execute a Master Agreement with the Michigan Department of Transportation for State and/or Federal funds for passenger related services and to approve execution of Project Authorizations with the Michigan Department of Transportation which are issued under said Master Agreement.
5. **R11-088. Parks & Recreation.** Resolution to approve an agreement renewing the existing agreement between the City of Adrian and Lenawee County Department on Aging for use of the Plotter Center.

IX. MISCELLANEOUS

1. Planning Commission minutes from the July 12, 2011 meeting.

X. PUBLIC COMMENT

XI. COMMISSIONERS COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
JULY 18, 2011
7:00 P.M.**

Prior to the opening of the regular meeting, Commissioner DuMars moved to go into closed session to discuss the possible sale of real estate, seconded by Commissioner Warren, motion carried by a unanimous vote.

Official proceedings of the July 18, 2011 regular meeting of the City Commission, Adrian, Michigan.

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

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

Mayor McDowell in the Chair.

Commissioner DuMars moved to approve the minutes of the July 5, 2011 regular meeting of the Adrian City Commission, seconded by Commissioner Clegg, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #3487 through #3493	\$ 68,580.63
General Fund Vouchers #20551 through #20568	\$365,611.23
Clearing Account Vouchers amounting to	<u>\$402,936.10</u>
TOTAL EXPENDITURES	<u>\$837,127.96</u>

On motion by Commissioner Steele, seconded by Commissioner DuMars, this resolution was adopted by a 7-0 vote.

RESOLUTION

RESOLUTION R11-083

RE: PLANNING COMMISSION – Appointment to Planning Commission

WHEREAS, the term of Carl Phipps on the Planning Commission has expired, and he has indicated that he does not want to serve another term; and

WHEREAS, this has created a vacancy on the Planning Commission which must be filled in accordance with the Adrian City Charter; and

WHEREAS, Nancy Weatherby, 204 S. Scott, has expressed a willingness to serve on the Planning Commission if appointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of Nancy Weatherby.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby approve the appointment of Nancy Weatherby to the Planning Commission for a 3-year term, expiring in 2014.

On motion by Commissioner DuMars, seconded by Commissioner Warren, this resolution was adopted by a 7-0 vote.

PUBLIC COMMENTS

1. Lavina Pratt-1505 Inverness – requested the Commission approve the rezoning of her property to ERO so that Adrian College will purchase it.
2. Alan Kostrzewa of Master Key, requested that the Commission not rush into an oil and gas contract.
3. Terry Foy – asked that the dumpsters downtown be locked overnight.
4. Sr. Kathleen Erard – 707 E Siena Heights Dr – requested that the Commission study, in detail, the liabilities that are not covered in an oil and gas contract.

COMMUNICATIONS

1. **C-1 Finance Dept.** – Communication from Finance Director regarding State Revenue Sharing Update
2. **C-2 Finance Dept.** – Communication regarding a rate adjustment for mileage reimbursement Effect July 1, 2011
3. **C-3 Finance Dept.** – Minutes from the Michigan Government Finance Officers Association Legislative committee Meeting held on July 8, 2011

Commissioner Clegg questioned Jeff Pardee on the pension aspects of the minutes from the MGFOA meeting.

CONSENT AGENDA

RESOLUTIONS

RESOLUTION CR11-032

RE: ADMINISTRATION – Appointment of Delegates to the Annual Municipal Employees Retirement System (MERS) Meeting

WHEREAS, the Michigan Employees Retirement System (MERS) is having its annual meeting of participating municipalities; and

WHEREAS, it is necessary that one officer and one employee of the City of Adrian be designated by each municipality, with respective alternates; and

WHEREAS, there has been an election held by employees of the City of Adrian.

NOW, THEREFORE, BE IT RESOLVED, that Cindy Prue be designated as the employee representative and Josh North as the alternate employee delegate; and be it

FURTHER, RESOLVED that Jeff Pardee be designated as the City Officer delegate and that Pat Baker be designated as the alternate officer delegate to attend the meeting at the Grand Traverse Resort in Traverse City, MI on September 27-29, 2011 in accordance with the provisions of the Municipal Employees Retirement Act No. 135, Public Act of 1945, as amended.

RESOLUTION CR11-033

RE: COMMUNITY DEVELOPMENT - Establish a Commercial Rehabilitation District at 240 N. Main St., 114 E Front St. and 124 E Front St.

WHEREAS, the State of Michigan has adopted the Commercial Rehabilitation Act, Public Act 210 of 2005, as amended (Act 81 of 2011, Act 82 of 2011); and

WHEREAS, Act 210 provides for creation of Commercial Rehabilitation Districts, and for review and approval of exemption request certificates; and

WHEREAS, the City of Adrian has certain properties that could utilize the economic development tools in PA210, PA81, and PA82 to spur investment and development of projects; and

WHEREAS, city staff has identified three parcels, 240 N. Main, 114 E. Front and 124 E. Front, as likely development sites; and

WHEREAS, the legal description of these parcels is as follows:

240 N Main St:

N 102 FT LOT 98 & W 1/2 LOT 99 ORIGINAL PLAT

114 E Front St:

E 1/2 LOT 99 ORIGINAL PLAT

124 E Front St:

LOT 100 EX S 69.5 FT AND LOT 101 EX S 69.5 FT OF W 1/2 & EX S 21 FT OF E 1/2 AND LOT 102 EX S 21 FT AND LOT 103 & W 47.5 FT LOT 104 ORIGINAL PLAT. ALSO THE W 24FT OF LOT 107 ORIGINAL PLAT.

WHEREAS, Act 210 requires the legislative body shall give written notice by certified mail to the county in which the property is located and to the owners of real property within the proposed rehabilitation district and shall afford an opportunity for a hearing on the establishment of the commercial rehabilitation district at which any of those owners or any other resident or taxpayer of the qualified local governmental unit may appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby authorizes the scheduling of a public hearing on Monday, August 1, 2011 at 7:00p.m. in the City Chambers Building, 159 E. Maumee Street, Adrian, MI to receive comments on the creation of a Commercial Rehabilitation District for 240 N. Main, 114 E. Front and 124 E. Front Street, and directs the City Clerk to provide notice to the appropriate real property owners and the public as required by Act 210.

On motion by Commissioner Steele, seconded by Commissioner DuMars, Consent Resolutions CR11-032-033 were adopted by a 7-0 vote.

REGULAR AGENDA

ORDINANCE

1. **Ord. 11-005. Zoning.** Introduction of an Ordinance to amend the Zoning/ Development Regulations by deleting 1505 Inverness Drive from the R-3 Single Family Residential District and including the same in the ERO Education, Research and Office District.

SPECIAL ORDER

1. **SO-1. Engineering Dept.** Public Hearing to hear and consider comments to establishment of a Special Assessment District for improvements on Seeley St. from Locust to the dead-end east of Comstock (SAD #384).

RESOLUTIONS

RESOLUTION R11-080

RE: ENGINEERING DEPT. – Approve Establishment of Special Assessment District for Improvements on Seeley St. from Locust to Dead-end East of Comstock

WHEREAS, the Adrian City Commission, by Resolution CR11-029 duly adopted at its July 5, 2011 regular meeting, deemed it necessary and declared its intention to construct improvements, including curb and gutter and other appurtenances, on Seeley Street from Locust Street to the dead-end east of Comstock and did provide a public hearing as provided by Chapter 70, Section 70-6 of the Adrian City Code; and

WHEREAS, said notice has been given and a hearing held.

NOW, THEREFORE, BE IT RESOLVED:

1. That said public improvements be made and the City Administrator be directed to proceed with the same.
2. That the plans, specifications and detailed estimates relating to said improvements, as filed with the City Clerk, be and are hereby approved and adopted and the City Administrator is directed to take action necessary to accomplish the said improvements.

3. That the estimated total cost of said improvements is determined to be \$113,000.
4. That \$23,000 of the said estimated cost shall be defrayed by special assessment and \$90,000 shall be paid by local street funds.
5. That the said special assessment may be paid in ten installments. The first installment shall be due and payable on or before sixty days from the date said special assessment is confirmed, and one installment shall be due annually thereafter. Interest shall be charged at the rate of six (6%) percent per annum on all unpaid installments.
6. That the premiums upon which special assessments shall be levied, and which shall be hereafter known and designated as Special Assessment District #384, are described as follows:

Special Assessment Properties

Seeley Street from Locust to the Dead-End East of Comstock Street

7. That the City Assessor is directed to prepare a Special Assessment Roll in accordance with this resolution.

On motion by Commissioner DuMars, seconded by Commissioner Steele, this resolution was adopted by a 7-0 vote.

RESOLUTION R11-081

RE: CITY COMMISSION – Authorizing City Administrator to Negotiate a Lease Agreement for Oil & Gas Exploration on City-Owned Land

WHEREAS, proposals were requested from companies to consider the lease of approximately 500 acres of City-owned real estate for oil and gas exploration; and

WHEREAS, proposals were received from two companies, being Master Key Energy and Savoy Energy; and

WHEREAS, the City Administrator and City Commission have reviewed the proposals.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Administrator is hereby authorized to negotiate a Lease Agreement with _____ (Master Key Energy or Savoy Energy) and submit a proposed Lease Agreement to the City Commission for ultimate approval.

Commissioner DuMars motioned to negotiate the lease agreement for oil and gas exploration with Savoy Energy. The motion died for lack of a second.

On motion by Commissioner Steele, seconded by Commissioner Warren, this resolution was TABLED for 60 days by a 7-0 vote.

RESOLUTION R11-082

RE: DEPARTMENT OF PARKS & RECREATION – Island Park Baseball Dugouts

WHEREAS, the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Thursday, June 30, 2011 for the construction of baseball dugouts at Island Park; and

WHEREAS, sixteen (16) vendors were invited to bid and five (5) responded with the following results:

Item	All Around Construction Adrian, MI	Schug Construction Adrian, MI	ACP of Lenawee Clayton MI	Slusarski Excavating Adrian, MI	Hanen Construction Blissfield, MI
Cost of Demolition	\$600.00	\$ 560.00	\$ 990.00	\$ 1,900.00	\$ 8,000.00
Cost of Construction	\$6,973.00	\$ 8,220.00	\$ 15,950.00	\$ 15,800.00	\$ 11,750.00
Alternate #1 Colored split faced block	\$1,822.00	\$ 1,220.00	\$ 750.00	\$ 2,000.00	\$ 2,600.00
Alternate #2 12x12x18 cubby holes	\$ 860.00	\$ 1,350.00	\$ 1,090.00	\$ 2,100.00	\$ 1,300.00
TOTAL	\$10,255.00	\$11,350.00	\$18,780.00	\$21,800.00	23,650.00
Meet schedule	Yes	Yes	Yes	Yes	Yes

WHEREAS, due to the direct purchase of certain project materials and the ability of City staff to perform the demolition Alternate #2 (cubby holes), the Parks & Recreation Director recommends that two (2) sets of dugouts be built at a total cost of \$17,590.00, which includes the low bid for cost of construction (\$6,973) and Alternate #1 - colored split faced rock (\$1,822) for each of the two sets of dugouts; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the following accounts of the Parks & Recreation Operating Budget for FY2011-12:

(101-697.00-975.000)	Parks & Forestry Capital Improvements	\$ 9,500
(101-691.00-975.000)	Recreation Capital Improvements	2,536
(101-691.01-975.000)	Adrian Area Little League Cap Impvmnts	<u>5,554</u>
	Total	<u>\$17,590</u>

WHEREAS, the Parks & Recreation Director and City Administrator recommend acceptance of the low bid and engagement of All Around Construction, Adrian, MI in the City's Standard Professional Services Contract to construct two (2) sets of baseball dugouts at Island Park at a cost not to exceed \$17,590.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby accepts the low bid and authorizes engagement of All Around Construction, Adrian, MI in the City's Standard Professional Services Contract to construct two (2) sets of baseball dugouts at Island Park at a cost not to exceed \$17,590.

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

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

NAYS: Commissioner Osborne

ABSTAINED: None

MISCELLANEOUS

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

PUBLIC COMMENTS

1. Wilma Byrd – 310 March Dr – had an issue with a neighbor burning a tree stump and he refused to put it out even though it was causing her breathing problems. It was recommended that she call the Police Dept. should that happen again.
2. Allen Kern – 1249 Vine St – asked if a fence is going to be put up on Riverside Ave by Lake Adrian. Dane Nelson stated that the City did put up a fence but the neighbors requested it be taken down as it blocked the view of the lake.
3. Mark Gasche – gave a report of the "Splash & Dash" event that took place last weekend; they had about 160 kids sign up and raised \$7,000.

COMMISSION COMMENTS

1. Commissioner Clegg stated that he did not want to do anything to slow the process to change the pension plan for new hires.

Commissioner Clegg motioned for the Commission to formalize an alternate pension plan for new hires within 90 days, seconded by Commissioner Carrico, motion DENIED by a 2-5-0 vote

YEAS: Commissioners Clegg and Carrico

NAYS: Mayor McDowell and Commissioners Osborne, Warren, Steele and DuMars

ABSTAINED: None

Commissioner Clegg then motioned to accept no new hires until an alternate pension plan for new hires is in place, seconded by Commissioner Carrico, motion DENIED by a 2-5-0 vote.

YEAS: Commissioners Clegg and Carrico

NAYS: Mayor McDowell and Commissioners Osborne, Warren, Steele and DuMars

ABSTAINED: None

The Commission will continue to work on a resolution to this issue as it is important; a change in the pension plan is needed.

The next regular meeting of the Adrian City Commission will be held on Monday, August 1, 2011 at 7:00 p.m. in the Chambers Building located at 159 E. Maumee St., Adrian, MI 49221.

Gary E. McDowell
Mayor

Pat Baker
City Clerk



CHECK REGISTER

August 1, 2011

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



Dane C. Nelson
City Administrator

DCN:mlb

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 #3494 through #3501	\$170,422.70
General Fund	
Vouchers #20569 through #20585	\$325,671.02
Clearing Account Vouchers	
amounting to.....	<u>\$448,013.79</u>
TOTAL EXPENDITURES	<u>\$944,107.51</u>

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

Aug 1, 2011

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
3494	City of Adrian: Clearing Acct	July 18 Check Register	\$ 68,296.23
3495	Frontier	WW, O&M Phone	\$ 61.69
3496	City of Adrian: General Fund	June Charges	\$ 51,372.34
3497	City of Adrian	IT & MVP June Charges	\$ 7,047.15
3498	City of Adrian: Payroll	Payroll for July 22	\$ 65,355.86
3499	US Postmaser	Postage	\$ 1,800.00
3500	Citizens Gas Fuel Co	Various Heat Bills	\$ 151.42
3501	Consumers Energy	Various Electric Bills	\$ 44,634.24

Total	\$	238,718.93
Less: CK#3494	\$	68,296.23

TOTAL	\$	170,422.70
--------------	-----------	-------------------

WW = \$ 150,126.86

WAT= \$ 88,592.07

Aug 1, 2011

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
20569	\$ 110.66	Gregory Walsh	Blue Cross Refund
20570	\$ 171.30	Antonio Garcia	Blue Cross Refund
20571	\$ -	City of Adrian: Utilities	Transfer State MI Funds
20572	\$ 1,620.21	Lenawee Fuels Inc	Cemetery Gas & Diesel Fuel
20573	\$ 101,399.04	City of Adrian: Clearing Account	July 18 CK Register
20574	\$ 123.48	Frontier	Various Phone Bills
20575	\$ 321.74	City of Adrian	Petty Cash reimbursement
20576	\$ 4,126.16	Quick Service Transportation	Payroll W/E July 19
20577	\$ 224,055.58	City of Adrian: Payroll	Payroll for July 22
20578	\$ 17,373.62	First Federal Bank	Soc Security for July 22
20579		City of Adrian: Utilities	Transfer State MI Funds
20580	\$ 685.18	City of Adrian: Utilities	Bohn Pool Water
20581	\$ 340.78	Citizens Gas Fuel Co	Various Heat Bills
20582	\$ 3,068.89	Consumers Energy	Various Electric Bills
20583	\$ 68,945.75	Blue Cross Blue Shield of MI	Aug Hospitalization Ins
20584	\$ 458.33	Frontier	Various Phone Bills
20585	\$ 4,269.34	Quick Service Transportation	Payroll W/E July 22

\$	427,070.06	
\$	(101,399.04)	Less: CK#20573
\$	325,671.02	

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. A-J BRADY UNDERGROUND LLC	2,450.00		
2. ABSOPURE WATER COMPANY	127.00		
3. CITY OF ADRIAN	1,173.50		
4. ADRIAN HIGH SCHOOL	170.00		
5. ADRIAN LOCKSMITH & CYCLERY	6.09		
6. ADRIAN MECHANICAL SERVICES C	521.00		
7. ADRIAN PAINTERS SUPPLY & EQU	17.57		
8. ADVANCE AUTO PARTS COMMERCIA	31.98		
9. ALL AMERICAN SEWER & DRAIN	500.00		
10. ALLIED WASTE SERVICES #259	1,279.31		
11. AMAZING BASKETS & COOKIES	36.00		
12. AMERICAN ASPHALT INC	5,125.00		
13. AMERICAN LIBRARY ASSOCIATION			
14. AMERICAN PRESSURE SYSTEMS	75.49		
15. AMERICAN WATER WORKS ASSN	165.00		
16. APPLE MAT RENTAL	218.10		
17. ARCH WIRELESS	34.63		
18. ELIZABETH ARNOLD	23.84		
19. AUTO ZONE COMMERCIAL	149.77		
20. B & B POOLS & SPAS	4,768.80		
21. BADER & SONS CO	55.00		
22. BAKER & TAYLOR BOOKS	625.79		
23. BATTERY WHOLESALE	327.73		
24. BEAVER RESEARCH COMPANY	309.42		
25. BLACK SWAMP EQUIPMENT	178.00		
26. BLISSFIELD PARTS, INC.	10.29		
27. BOOKLETTERS LLC	590.00		
28. BOOK OF THE MONTH CLUB	40.07		
29. BUCK & KNOBBY EQUIP CO INC	302.77		
30. BWI	16.98		
31. CARIS HEATING & COOLING INC	79.00		
32. EDUARDO CASANOVA	95.00		
33. CATHY CHESHER	42.84		
34. COAST TO COAST DELI	53.36		
35. COCA-COLA BTLG CO OF MICHIGA	328.75		
36. COIN-OP SPECIALISTS INC.	281.46		
37. COMCAST	4.46		
38. COMPUTER CARE COMPANY, INC.	229.85		
39. CONCLUSIVE MARKETING	45.00		
40. CUTTING EDGE ENGRAVING	533.25		
41. JAMES W. DALY	3,202.00		
42. ERIN DEWALT	82.93		
43. DEYO-STONE ASSOC INC	3,395.00		
44. DOAN COMPANIES	1,227.38		
45. EAST JORDAN IRON WORKS INC	9,156.18		
46. EXECUTONE COMMUNICATIONS LLC	1,511.00		
47. FASTENAL COMPANY	590.54		
48. FEDERAL EXPRESS	122.20		
49. FISHER SCIENTIFIC COMPANY LL	260.28		
50. FYR-FYTER SALES & SERVICE	64.70		
51. GALE	84.00		
52. GALLANT & SON	86.47		
53. J.O. GALLOUP COMPANY	298.71		
54. GLEASON CONSTRUCTION COMPANY	177,320.70		
55. GORDON FOOD SERVICE	1,315.73		
56. GOVT FINANCE OFFICERS ASSOC	375.00		
57. H & H REPAIR	2,704.70		
58. HABITEC SECURITY INC	348.00		
59. HASSELBRING CLARK CO.	1,341.00		
60. ELLIE HEREVA	100.00		
61. HILLS AUTO & TRUCK REPAIR IN	419.90		
62. HOBBY LOBBY	100.35		
63. HOWELL CONFERENCE & NATURE C	100.00		
64. HUBBARD'S AUTO CENTER INC	361.52		
65. HUDSON BRICK YARD INC	1,165.00		
66. BILL HUNT	187.50		
67. I.T. RIGHT	2,261.25		
68. ICMA RETIREMENT CORPORATION	158.68		
69. INGRAM LIBRARY SERVICES	32.75		
70. JACKSON CITIZEN PATRIOT	330.20		
71. JACKSON PRINTING AND MAILING	356.85		
72. JOHN DEERE LANDSCAPES	115.49		
73. JONES & HENRY ENGINEERS, LTD	7,779.81		
74. KAR LABORATORIES INC	320.00		
75. KEMIRA WATER SOLUTIONS INC	3,343.20		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. DAVE KNAPP FORD LINCOLN	48.32		
77. KONICA MINOLTA BUSINESS SOLU	22.85		
78. BRENT KUBALEK	340.65		
79. WALTER GREG LANFORD	61.56		
80. LANSING SANITARY SUPPLY INC	548.93		
81. LEGACY PRINTING	123.68		
82. LEISURE PURSUITS INC.	2,039.75		
83. LENAWEE CO. DEPT ON AGING	25,000.00		
84. LENAWEE COUNTY REGISTER OF D	23.00		
85. LENAWEE FUELS INC	349.95		
86. DUSTIN LENT	3,830.00		
87. LONG'S SMALL ENGINE SERVICE	122.79		
88. M H PUMP & SUPPLY INC	14.10		
89. MAGIC CARPET THEATRE, INC	320.00		
90. MANPOWER OF LANSING MI INC.	1,579.50		
91. MASSON'S ELECTRIC, INC	269.02		
92. MCMASTER- CARR SUPPLY CO.	269.40		
93. MCMUNN BROTHERS	2,484.00		
94. MEADOWBROCK INSURANCE INC.	4,431.65		
95. MGFOA	199.00		
96. MICHIGAN DEPARTMENT OF	2,219.64		
97. MICHIGAN LIBRARY ASSOC	877.50		
98. MICHIGAN METER TECHNOLOGY GR	3,617.80		
99. MICHIGAN OFFICE SOLUTIONS	61.11		
100. STATE OF MICHIGAN	518.25		
101. MICHIGAN STATE POLICE	1,042.50		
102. MICHIGAN TBA DISTRIBUTORS IN	15.98		
103. MIDWEST TAPE	58.07		
104. MITCHELL WELDING	103.50		
105. MOORE MEDICAL LLC	41.13		
106. MUGS N' MORE IMAGING	1,109.50		
107. MUNICIPAL EMPLOYEES' RETIRE	370.00		
108. NATIONAL ASSOC OF PROFESSION	350.00		
109. NATURAL SAND COMPANY	8,969.98		
110. NOLLENBERGER TRUCK CENTER IN	161.31		
111. NORTH EASTERN UNIFORMS & EQU	505.87		
112. OCE IMAGISTICS INC	172.81		
113. OFFICEMAX CONTRACT INC.	150.50		
114. P.K. CONTRACTING, INC.	55,394.92		
115. PEERLESS SUPPLY INC	367.46		
116. JESUS PEREZ	26.55		
117. PEST PATROL	620.00		
118. PET'S SUPPLIES PLUS	52.98		
119. PHELPS TOWING, INC	90.00		
120. PILOT ROCK	719.00		
121. PLATINUM PLUS	1,219.36		
122. PRINTING SYSTEMS INC	300.05		
123. PRO-MED UNIFORM	729.86		
124. PURCHASE POWER	3,030.00		
125. QUICK SERVICE TRANSPORTATION	5,827.82		
126. QUILL CORPORATION	484.09		
127. RC DIRECTIONAL DRILLING	29.92		
128. RECORDED BOOKS LLC.	74.20		
129. RED PAINT PRINTING LLC	1,987.50		
130. CHARLES SCHMENK	80.00		
131. SHERWIN-WILLIAMS CO	87.85		
132. SHOEMAKER HEATING INC	50.00		
133. SIGN LANGUAGE SIGNS, INC.	78.00		
134. SJS INVESTMENT CONSULTING IN	750.00		
135. CAROL SOUCHOCK	59.50		
136. SPENCER MANUFACTURING INC.	185.95		
137. STAPLES CREDIT PLAN	1,958.58		
138. STATE CHEMICAL MFG CO.	199.36		
139. STEVENS DISPOSAL	39,186.00		
140. STEVENSON LUMBER, INC.	34.44		
141. SUNSHINE MEDICAL SUPPLY, INC	434.00		
142. T & K LAWN CARE	600.00		
143. T-MOBILE	29.99		
144. CITY OF TECUMSEH	30.00		
145. TIME EMERGENCY EQUIPMENT INC	333.80		
146. U S POSTMASTER	1,800.00		
147. ULINE	31.17		
148. UNIQUESCREEN MEDIA INC.	93.33		
149. UNUM LIFE INSURANCE COMPANY	2,163.59		
150. VAN BRUNT TRANSPORT INC	1,700.46		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. WARREN HOLDING CO LLC	1,370.00	_____	_____
152. WATSON-MARLOW INC	367.30	_____	_____
153. WEPHOTO LLC	416.00	_____	_____
154. WESTERN LIME CORPORATION	15,162.84	_____	_____
155. WRIGHT TREE SERVICE, INC	5,793.20	_____	_____
TOTAL ALL CLAIMS	448,013.79		



COMMUNICATIONS

C-1



C-1

July 14, 2011

Dane C. Nelson, City Administrator
City of Adrian
100 E. Church St.
Adrian, MI 49221

Dear Mr. Nelson:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some changes to our installation prices effective August 5, 2011. Customers are being notified of these changes via bill message.

<u>Installation Fees</u>	<u>Current Price</u>	<u>New Price</u>
Two products	\$50	\$40
Three products ¹	\$69	\$60

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

Frederick G. Eaton
Government Affairs Manager
Comcast, Michigan Region
41112 Concept Drive
Plymouth, MI 48170

¹ Includes up to three outlets – does not include activation fee

cc: Commission



MEMO

Date: July 19, 2011

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

From: Jeffrey C. Pardee, Finance Director and Risk Manager

A handwritten signature in black ink, appearing to read "Jeffrey C. Pardee".

Re: Michigan Municipal League (MML) Liability & Property Pool Loss Control Services

On June 30, 2011, David Sperry, MML Loss Control Consultant visited the City of Adrian to perform a risk assessment of various City operations, including the Parks & Forestry Facility, Transportation Facility, Fire Department, Department of Public Works, Water Treatment Plant and Wastewater Treatment Plant. Only two (2) findings were identified with recommendations for corrective actions: 1) the Fire Department should develop a program and policy for service testing of all ground ladders, and 2) to improve security of the City's potable water supply, the Water Treatment Plant should install security fencing.

Please find attached the findings and recommendations of Mr. Sperry and the City Administration's response (due July 30, 2011), as well as a Loss Analysis of the Workers' Compensation Fund covering the period January 1, 2008 through June 29, 2011 and the Liability & Property Pool covering the same period. Compared to the prior reporting period (January 1, 2006 through November 10, 2010), the Workers' Compensation Fund experienced 46 fewer claims (105 vs 151) and incurred cost decreased \$91,838 (\$443,208 vs \$535,046), resulting in the Experience Modification Factor (EMF) being reduced almost ten percent, from 1.45 to 1.32.

In addition, the Liability & Property Pool experienced 34 fewer claims (70 vs 104) and incurred cost decreased \$188,967 (\$274,060 vs \$85,093); equivalent to a 69% decrease. Although improving from 48 incidents to 29 incidents, auto claims remain the preponderant proportion of reported claims at 47%.

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



michigan municipal league

Liability & Property Pool • Workers' Compensation Fund

July 5, 2011

Mr. Jeffrey Pardee, Finance Director
City of Adrian
135 East Maumee Street
Adrian, MI 49221-2703

RE: MML POOL AND FUND LOSS CONTROL SERVICES - P

Dear Mr. Pardee,

Let me thank you again for meeting with me during my June 30, 2011, loss control visit to the City of Adrian. It was a pleasure to meet with you to discuss the various issues affecting your risk management efforts at the City.

During my visit we discussed a variety of issues pertaining to the ongoing efforts of the City to develop a solid risk management program. The "Risk Management is Good Management" (RMGM) program is an invaluable tool in furthering such efforts. Our experience has shown that one of the most effective methods for our members to positively influence their cost of insurance is by being proactive in their efforts to control risk and by complying with sensible loss control recommendations. Using the self-assessment guides in the RMGM program in your risk management process will increase the effectiveness of your organization's efforts to reduce losses. This program is self-paced and designed to provide your staff with a comprehensive overview of the many policies and procedures that are recommended as best practices in the effort to control risk and to ultimately lower the cost of losses for your organization. Please find the RMGM program online at http://www.mml.org/insurance/shared/risk_resources/good_management.html.

The attached loss control recommendations were developed and are intended to assist you in your risk management efforts. Please respond to these recommendations within the next 30 days. You can respond by e-mail or use the space on the attached form and mail it back in the enclosed envelope.

Many services are available to our members, providing valuable assistance to you in your loss control efforts. Our web site is www.mml.org. These publications, forms, articles and links offer you an array of risk management services unmatched by other insurance programs. The MML PERC list, MML Safety & Health Resource Manual, MML Videotape Catalog, LEAF Manual, LEAF Newsletters and RMGM and Risk Management News are now all available on this site.

If you have any questions concerning these issues do not hesitate to contact me at dsperry@meadowbrook.com or at (231) 288-9928.

Sincerely,

David Sperry, MPA, ARM
Loss Control Consultant
MML Loss Control Services

Service Provider: **Meadowbrook® Insurance Group**

Loss Control & Member Services: P.O. Box 5174, Southfield, MI 48037 PH: 248.358.1100 • 800.482.2726 • FX: 248.358.0534
Southfield Claims Service: P.O. Box 5174, Southfield, MI 48086-5174 PH: 248.358.1100 • 800.482.2726 • FX: 248.358.3251
Grand Rapids Claims: 3501 Lake Eastbrook S.E., Suite 150, Grand Rapids, MI 49546 PH: 616.942.0311 • 800.752.7477 • FX: 616.942.0390

LOSS ANALYSIS

Workers' Compensation Fund

The City's current workers' compensation experience modification factor (EMF) is 1.32, down from the previous policy year. A detailed loss analysis of the City's workers' compensation claims experience covering the period from 1/01/2008 through 6/29/2011 identified the following:

- The City reported 105 claims in this period totaling \$443,208.19 in incurred costs.
- Fire Department personnel reported 21 injuries (20% of reported claims), Parks & Forestry Department personnel reported 15 injuries (14% of reported claims), Police Department personnel reported 35 injuries (33% of reported claims), and Public Works Department personnel reported 24 injuries (23% of reported claims) during this period. The injuries within the Fire Department represent 7% of your total incurred costs. The injuries within the Parks & Forestry Department represent 31% of your total incurred costs. The injuries within the Police Department and Public Works Department represent 32% and 14% of your total incurred costs, respectively. Notable injury frequency and severity throughout all departments are in the areas of slip/trip/falls, and strains during this period.

Liability & Property Pool

A detailed loss analysis of the City's property and liability claims experience covering the period from 1/01/2008 through 6/29/2011 identified the following:

- The City reported 70 claims in this period totaling \$85,093.10 in incurred costs.
- The City reported 29 Auto claims. These claims represent 41% of your total reported claims in this period and 47% of the total incurred costs. The City reported 30 General Liability claims. These claims represent 43% of your total reported claims in this period and 18% of the total incurred costs. The City reported 10 Property claims. These claims represent 14% of your total reported claims in this period and 35% of the total incurred costs.

RMGM INITIATIVE

As a reminder of the benefits of the "Risk Management is Good Management" (RMGM) initiative, please take some time to review and familiarize yourself with the manual and its self-inspection guides and distribute the individual self-inspection surveys to your department heads for completion if you haven't done so already.

The entire RMGM manual is available on the MML website at http://www.mml.org/insurance/shared/risk_resources/good_management.html.

Our experience has shown that the most effective method for our members to positively influence their cost of insurance is by being proactive and implementing sensible loss control strategies. I encourage the City to initiate the RMGM program as part of its everyday operational protocols. If necessary, I am available to provide guidance and support with the implementation of the program.

LOSS CONTROL RECOMMENDATIONS
Loss Control Survey Date: June 30, 2011

As you review the recommendations presented here, please remember that there are undoubtedly other elements of your operations that present varying degrees of risk. You should continue your identification and risk reduction efforts. While my recommendations will assist you in managing your risk exposure, I cannot guarantee that I have identified and addressed each and every potential cause of loss - either those that are currently in existence, or those which may arise in the future.

Fire Dept.

01-11-2: The Department should develop a program and policy for service testing of all ground ladders. This program and policy should comply with NFPA 1932 – Inspection and Maintenance of Ground Ladders. All ground ladders should be visually inspected at least once a month and after each use by Department personnel according to guidelines in NFPA 1932 and a service test should be conducted by a qualified technician annually on all ground ladders according to NFPA 1932 guidelines.

Please respond here: Agree, Will implement as outlined. Date completed by: 12-31-2011
 Disagree for reasons listed below: Plus

Response: _____

Parks & Recreation Dept.

No recommendations.

Waste Water Treatment Dept.

No recommendations.

Water Treatment Dept.

02-11-2: Currently, public access is allowed to areas adjacent to the Water Plant for recreational purposes, which also exposes several pieces of equipment and other structures and facilities of the Plant to access by the public. In order to limit the potential for vandalism or other damage to Plant equipment, to limit possible liability issues from allowing access to

Visit the Michigan Municipal League Liability & Property Pool and/or the Michigan Municipal League Workers' Compensation Fund at www.mml.org for additional program information

Please send us your response – describing the corrective actions you have taken or intend to take or explaining the reasons why you will take no action-- within 30 days of receiving this letter.

The purpose of this report is to assist you with your risk management practices. Keep in mind that other exposures may exist in your operation that present varying degrees of risk. Although this report may assist you in your risk management efforts, it does not address every loss producing condition that exists currently or that may develop in the future.

Plant facilities by the public, and to improve the security of the City's potable water supply from tampering or other possible mischief, security fencing should be installed or other suitable measures taken in order to prevent at all times access to the entire Plant and its facilities by anyone other than authorized City personnel.

Please respond here: Agree, Will implement as outlined. Date completed by: June 30, 2013
 Disagree for reasons listed below:

Response: Funding request for security fencing will be included in FY 2012-13 Capital Improvement Program and, if approved, will be implemented by June 30, 2013.

Visit the Michigan Municipal League Liability & Property Pool and/or the Michigan Municipal League Workers' Compensation Fund at www.mml.org for additional program information

Please send us your response -- describing the corrective actions you have taken or intend to take or explaining the reasons why you will take no action-- within 30 days of receiving this letter.

The purpose of this report is to assist you with your risk management practices. Keep in mind that other exposures may exist in your operation that present varying degrees of risk. Although this report may assist you in your risk management efforts, it does not address every loss producing condition that exists currently or that may develop in the future.



MEMO

Date: July 20, 2011

To: Christopher Miller, Coordinator
Downtown Development Authority
City Commission

Mayor Gary McDowell
Dane C. Nelson, City Administrator

From: Jeffrey C. Pardee, Finance Director

A handwritten signature in cursive script, reading "Jeffrey C. Pardee".

**Re: Downtown Development Authority - FY2010-11 Year-End Unaudited
Financial Reports**

Please find attached the FY2010-11 Year-End Unaudited Financial Reports, i.e., Comparative Balance Sheets and Comparative Statements of Revenues, Expenditures and Changes in Fund Balance, for the following funds:

- DDA Two-Mill Fund (Fund No. 280)
- DDA Tax Increment Finance Authority (Fund No. 281)
- DDA Debt Service Fund (Fund No. 394)

Financial highlights of the reporting period, for each fund, are provided as follows:

DDA Two-Mill Fund (Fund No. 280)

Revenues exceeded Expenditures by \$19,131, resulting in a net increase in Fund Balance from \$112,243 to \$131,374. The favorability is primarily attributable to under spending on the Façade Program in the Two-Mill Fund which is more than offset by over spending on the Façade Program in the DDA-TIF Fund. In addition, Other Projects, including Art-A-Licious and Solid Waste Disposal, experienced favorable variances.

Major expenditures included \$2,500 for Contract Services - Art-A-Licious, and a \$5,188 for advertising, such as: WepPhoto, LLC for services rendered in May and Wright Signs for street banners. Because the effective date of the new Downtown Parking Financial Plan was July, 2011, the \$5,000 budgeted for transfer to the Auto Parking Fund for operations and maintenance was still a necessary expense.

DDA Tax Increment Finance Authority (Fund No. 281)

Although the Unaudited Report reflects that Revenues exceeded Expenditures by \$122,077, resulting in a net increase in Fund Balance from \$258,910 to \$380,987, it is expected that the Audited Financial Report will be adjusted to reflect the Transfer to Schools for taxes captured in excess of debt requirements. The estimated \$153,512 payment is awaiting review and approval by the State Department of Treasury, Local Audit Division, which is expected soon. Once payment is made, the Cash account and Fund Balance will be adjusted accordingly.

The Transfer to DDA Debt Service Fund (\$90,565) has been made to ensure payment on 1992 DDA Bonds (\$1,025,000), which will be retired in 2012. Other significant expenses incurred include \$29,392 for Contract Services - Allied Waste Services for refuse collection. In addition, \$13,963 for advertising was incurred, including: WepPhoto, LLC, Daily Telegram and Wright Signs.

DDA Debt Service Fund (Fund No. 394)

Actual Debt Service is recorded in this Fund, which reflects principal payment of \$80,000 and interest and fees of \$5,545. This obligation is on track with sums included in the FY2010-11 Budget.

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

**CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
Two-Mill Fund
(FUND #280)**

**COMPARATIVE BALANCE SHEETS
As of June 30, 2011 (Unaudited)**

	<u>June 30 2007</u>	<u>June 30 2008</u>	<u>June 30 2009</u>	<u>June 30 2010</u>	<u>June 30 2011</u>
ASSETS					
Cash and Cash Equivalents	\$116,849	\$108,637	\$97,340	\$115,752	\$116,584
Investments	15,053	15,820	16,027	16,065	16,085
Taxes Receivable	0	0	0	0	0
Loans Receivable	0	2,268	2,267	2,267	0
Accounts Receivable	4,683	1,125	1,125	1,525	1,025
Due from the Primary Government	0	50	0	0	0
Total assets	<u>\$136,585</u>	<u>\$127,900</u>	<u>\$116,759</u>	<u>\$135,609</u>	<u>\$133,694</u>
LIABILITIES AND FUND BALANCE					
Liabilities:					
Vouchers Payable	\$1,298	\$1,511	\$38	\$646	\$20
Due to Primary Government	5,020	0	10,000	20,000	0
Accrued Sick & Vacation	0	0	325	0	0
Accrued Payroll	<u>406</u>	<u>194</u>	<u>458</u>	<u>420</u>	<u>0</u>
Total Liabilities	\$6,724	\$1,705	\$10,821	\$21,066	\$20
Fund Balance:					
Reserved for:					
Downtown Development Projects					
Encumbrances	<u>2,292</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,300</u>
Subtotal Reserved Fund Balance	\$2,292	\$0	\$0	\$0	\$2,300
Net of Revenue vs Expenditures	\$779	(\$3,666)	(\$20,257)	\$8,605	\$19,131
Unreserved/Undesignated Fund Balance	<u>126,790</u>	<u>129,861</u>	<u>126,195</u>	<u>105,938</u>	<u>112,243</u>
Total Fund Balance	\$129,861	\$126,195	\$105,938	\$114,543	\$131,374
Total Liabilities and Fund Balance	<u>\$136,585</u>	<u>\$127,900</u>	<u>\$116,759</u>	<u>\$135,609</u>	<u>\$133,694</u>

CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
Two-Mill Fund
(FUND #280)
COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
As of June 30, 2011 (Unaudited)

	June 30 2007	June 30 2008	June 30 2009	June 30 2010	FY2010-11		
					Amended Budget	Actual thru June 30	Remaining Budget
REVENUES:							
Property taxes	\$32,212	\$33,720	\$35,420	\$32,473	\$31,589	\$32,071	\$482
Investment Earnings	616	767	207	38	300	256	(44)
Rents	1,900	0	0	0	0	0	0
Other	6,482	4,288	6	80	100	202	102
Other - Art's Festival	0	3,505	9,201	0	0	0	0
Winter Fest	0	0	0	725	0	0	0
Summer Intern Funding	0	0	0	8,000	0	0	0
Prior Year's Revenue	0	0	0	0	5,711	0	(5,711)
Transfer-In - DDA-TIF	0	6,600	2,000	6,000	6,000	6,000	0
Total Revenues	\$41,210	\$48,880	\$46,834	\$47,316	\$43,700	\$38,529	(\$5,171)
EXPENDITURES:							
<u>Administration</u>							
Wages	\$0	\$0	\$0	\$6,049	\$0	\$1,323	(\$1,323)
Social Security	0	0	0	431	0	133	(133)
Unemployment Comp	0	0	0	223	0	0	0
Office Supplies	2,203	1,463	46	457	500	36	464
Printing & Binding	14	123	0	130	0	0	0
Postage	1,101	525	0	0	500	1	499
Shipping Charges	0	0	83	0	0	13	(13)
Contract Services	9,492	5,120	5,498	1,445	0	0	0
Audit Fees	0	0	400	400	400	400	0
Memberships & Dues	239	239	450	0	500	0	500
Medical Services	0	0	90	0	0	0	0
Telephone	721	668	535	569	700	398	302
Transportation	365	1,401	90	54	500	229	271
Advertising	4,943	5,245	4,960	6,033	5,000	4,522	478
Liability Insurance	87	94	94	107	100	100	0
Building Rental	1,000	1,000	1,000	1,000	1,000	1,000	0
Admin. & Accounting	500	500	500	500	500	529	(29)
Refunds & Rebates	108	29	82	29	100	30	70
Contributions	75	5,686	0	0	0	0	0
Fascade Grant Program	8,463	5,935	13,625	2,687	7,300	0	7,300
Total Administration	\$29,311	\$28,028	\$27,453	\$20,114	\$17,100	\$8,714	\$8,386

CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
Two-Mill Fund
(FUND #280)
COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
As of June 30, 2011 (Unaudited)

	June 30 2007	June 30 2008	June 30 2009	June 30 2010	FY2010-11		
					Amended Budget	Actual thru June 30	Remaining Budget
Other Projects							
Wages	\$5,080	\$5,241	\$6,287	\$1,880	\$5,000	\$0	\$5,000
Fringe Benefits	1,899	3,228	3,021	1,523	2,600	56	2,544
Operating Supplies	1,559	297	445	0	500	0	500
Supplies-Maple City Fest	95	98	182	232	0	237	(237)
Supplies-Art-a-licious Fest	0	6,469	19,116	0	6,000	2,225	3,775
Contract Services-Winterfest	1,830	606	482	1,962	0	0	0
Contract Services - Art-A-Licious	0	0	0	3,000	4,000	2,500	1,500
Advertising	0	129	0	0	0	666	(666)
Vehicle Rental	42	1,198	0	0	1,000	0	1,000
Wages-Solid Waste	584	0	48	0	1,000	0	1,000
Overhead-Solid Waste	280	0	23	0	500	0	500
Operating Supplies-Solid Waste	0	0	0	0	500	0	500
Vehicle Rental-Solid Waste	223	0	34	0	500	0	500
Total Other Projects	\$11,592	\$17,266	\$29,638	\$8,597	\$21,600	\$5,684	\$15,916
Total Operating Expenses	\$40,903	\$45,294	\$57,091	\$28,711	\$38,700	\$14,398	\$24,302
Excess of Revenue over Expenditures	\$307	\$3,586	(\$10,257)	\$18,605	\$5,000	\$24,131	\$19,131
Other Financing Sources/(Uses):							
Transfer from TIF Fund	\$5,472	\$0	\$0	\$0	\$0	\$0	\$0
Transfer from Major Street Fund	0	0	0	0	0	0	0
Transfer from General Fund	0	2,748	0	0	0	0	0
Transfer to Auto Parking Fund	(5,000)	(10,000)	10,000	10,000	5,000	5,000	0
Total Transfers	\$472	(\$7,252)	\$10,000	\$10,000	\$5,000	\$5,000	\$0
Net Change in Fund Balance	\$779	(\$3,666)	(\$20,257)	\$8,605	\$0	\$19,131	\$19,131
Fund Balance - Beginning of Period	126,782	127,561	123,895	103,638	112,243	112,243	
Fund Balance - End of Period	\$127,561	\$123,895	\$103,638	\$112,243	\$112,243	\$131,374	

CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
TAX INCREMENT FINANCING FUND
(FUND #281)

COMPARATIVE BALANCE SHEETS
As of June 30, 2011 (Unaudited)

	June 30 <u>2007</u>	June 30 <u>2008</u>	June 30 <u>2009</u>	June 30 <u>2010</u>	June 30 <u>2011</u>
ASSETS					
Cash and Cash Equivalents	\$90,832	\$126,085	\$377,575	\$276,307	\$383,034
Investments	261,520	146,969	148,892	149,243	149,429
Taxes Receivable	0	0	0	0	0
Taxes Receivable-DDA Trash	0	0	0	0	0
Accounts Receivable	0	870	1,200	1,275	902
Loan Receivable - Barley House	0	0	0	6,710	6,406
Due from Brownfield Fund	7,800	0	0	10,781	0
Total assets	<u>\$360,152</u>	<u>\$273,924</u>	<u>\$527,667</u>	<u>\$444,316</u>	<u>\$539,771</u>
LIABILITIES AND FUND BALANCE					
Liabilities:					
Vouchers Payable	\$108,476	\$94,900	\$6,041	\$0	\$1,000
TIF Payable	0	0	309,893	153,511	153,512
Due to Primary Government	2,000	1,853	1,391	283	295
Due to Vibrant Small Cities Fund	0	0	0	12,695	0
Due to DDA Debt Fund	0	14,385	14,385	14,385	0
Due to IT Fund	0	0	0	853	193
Accrued Payroll	<u>0</u>	<u>0</u>	<u>203</u>	<u>278</u>	<u>384</u>
Total Liabilities	\$110,476	\$111,138	\$331,913	\$182,005	\$155,384
FUND BALANCE:					
Reserved for:					
Encumbrances	<u>\$45,692</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,401</u>	<u>\$3,400</u>
Subtotal Reserved Fund Balance	\$45,692	\$0	\$0	\$3,401	\$3,400
Net of Revenue vs Expenditures	\$3,974	(\$86,890)	\$32,968	\$66,557	\$122,077
Unreserved/Undesignated Fund Balance	<u>200,010</u>	<u>249,676</u>	<u>162,786</u>	<u>192,353</u>	<u>258,910</u>
Total Fund Balance	\$249,676	\$162,786	\$195,754	\$258,910	\$380,987
Total Liabilities and Fund Balance	<u>\$360,152</u>	<u>\$273,924</u>	<u>\$527,667</u>	<u>\$444,316</u>	<u>\$539,771</u>

**CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
TAX INCREMENT FINANCING FUND
(FUND #281)**

**COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
As of June 30, 2011 (Unaudited)**

	June 30 <u>2007</u>	June 30 <u>2008</u>	June 30 <u>2009</u>	June 30 <u>2010</u>	FY2010-11		
					Amended <u>Budget</u>	Actual thru <u>June 30</u>	Remaining <u>Budget</u>
REVENUES:							
Property taxes	\$367,893	\$406,748	\$229,274	\$252,589	\$391,942	\$360,157	(\$31,785)
Contract Services (Refuse Collection)	0	14,842	19,381	16,350	15,000	16,728	1,728
Investment Earnings	14,416	12,776	7,126	2,874	5,000	2,967	(2,033)
Contribution - General Fund	7,800	0	0	0	0	0	0
Prior Year's Revenue	0	0	0	0	3,400	0	(3,400)
Other	0	0	0	0	0	250	250
Contrib.-Brownfield Redev. Fund	0	0	0	10,781	4,245	4,245	0
Total Revenues	\$390,109	\$434,366	\$255,781	\$282,594	\$419,587	\$384,347	(\$35,240)
EXPENDITURES:							
Wages	\$46,859	\$43,366	\$25,815	\$17,788	\$24,985	\$24,527	\$458
Fringe Benefits	13,163	11,048	7,750	4,113	6,430	5,635	795
Office Supplies	0	0	0	0	1,500	0	1,500
Operating Supplies	4,007	4,458	3,625	1,100	0	0	0
Contract Services	4,550	26,916	31,333	39,224	25,178	29,392	(4,214)
Consultant Fees	19,667	3,425	11,030	3,445	0	0	0
Transportation	25	161	0	0	200	40	160
Advertising	4,926	4,308	5,551	16,514	15,000	13,963	1,037
Liability Insurance	586	818	895	352	1,000	328	672
Info-Tech Services	13,339	10,997	10,237	10,237	2,314	2,314	0
Property Acquisition	0	0	0	0	0	0	0
Capital Improvements	0	0	0	0	0	0	0
Capital Equipment	0	574	0	0	0	0	0
Façade Program	37,264	24,340	22,097	19,479	63,400	82,506	(19,106)
Operating Expenses	\$144,386	\$130,411	\$118,333	\$112,252	\$140,007	\$158,705	(\$18,698)
Excess of Revenue over Expenditures	\$245,723	\$303,955	\$137,448	\$170,342	\$279,580	\$225,642	(\$53,938)

**CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
TAX INCREMENT FINANCING FUND
(FUND #281)**

**COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
As of June 30, 2011 (Unaudited)**

	<u>June 30</u> <u>2007</u>	<u>June 30</u> <u>2008</u>	<u>June 30</u> <u>2009</u>	<u>June 30</u> <u>2010</u>	<u>FY2010-11</u>		
					<u>Amended</u> <u>Budget</u>	<u>Actual</u> <u>thru</u> <u>June 30</u>	<u>Remaining</u> <u>Budget</u>
Other Financing Sources/(Uses):							
Transfer to Primary Government	(\$10,000)	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Community Development	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	0
Transfer to Auto Parking Fund	0	(50,000)	0	0	(5,000)	(5,000)	0
Transfer to DDA	(5,472)	(6,600)	(2,000)	(6,000)	(6,000)	(6,000)	0
Transfer to Vibrant City Grant-Local Match	0	(125,000)	0	0	0	0	0
Transfer to Schools	(107,917)	(94,900)	0	0	(155,032)	0	155,032
Transfer to DDA Debt Service	<u>(116,360)</u>	<u>(112,345)</u>	<u>(100,480)</u>	<u>(95,785)</u>	<u>(90,565)</u>	<u>(90,565)</u>	<u>0</u>
Total Transfer-Out	(241,749)	(390,845)	(104,480)	(103,785)	(258,597)	(103,565)	\$155,032
Contingency					<u>20,983</u>	<u>0</u>	<u>20,983</u>
Net Change in Fund Balance	\$3,974	(\$86,890)	\$32,968	\$66,557	\$0	\$122,077	\$122,077
Fund Balance - Beginning of Period	<u>242,301</u>	<u>246,275</u>	<u>159,385</u>	<u>192,353</u>	<u>258,910</u>	<u>258,910</u>	
Fund Balance - End of Period	<u>\$246,275</u>	<u>\$159,385</u>	<u>\$192,353</u>	<u>\$258,910</u>	<u>\$258,910</u>	<u>\$380,987</u>	

NOTES -

- 1) Operating Expenses reflect shared Salaries and Fringe Benefits for Economic/Downtown Development Coordinator.
(Effective 1/1/10, 50% DDA-TIF and 50% Economic Development Fund)
- 2) Transfer to Auto Parking Fund reflects contribution for infrastructure improvements.
- 3) Transfer to DDA and Community Development represent proportional share of clerical support.
- 4) Transfer to Schools reflects tax collections in excess of debt requirements.
- 5) Transfer to DDA Debt Service reflects payment against 1992 DDA Bonds (\$1,025,000; 6.4%) to be retired in 2012.
- 6) Transfer to Vibrant Cities Grant - Local Match - Resolution #R07-210 dated Dec. 3, 2007 to provide matching funds for Two-Way Street Project

**CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
DEBT SERVICE FUND
(FUND #394)**

**COMPARATIVE BALANCE SHEETS
As of June 30, 2011 (Unaudited)**

	<u>June 30</u> <u>2007</u>	<u>June 30</u> <u>2008</u>	<u>June 30</u> <u>2009</u>	<u>June 30</u> <u>2010</u>	<u>June 30</u> <u>2010</u>
ASSETS					
Cash and Cash Equivalents	\$15,950	\$2,670	\$2,268	\$2,360	\$17,012
Due from DDA-TIF Fund	0	14,385	14,385	14,385	0
Amount for Debt Principal	<u>405,000</u>	<u>320,000</u>	<u>240,000</u>	<u>160,000</u>	<u>80,000</u>
Total assets	<u>\$420,950</u>	<u>\$337,055</u>	<u>\$256,653</u>	<u>\$176,745</u>	<u>\$97,012</u>
LIABILITIES AND FUND BALANCE					
Liabilities:					
Accrued Interest Payable	\$15,855	\$16,762	\$7,120	\$7,973	\$2,853
Bonds Payable	<u>405,000</u>	<u>320,000</u>	<u>240,000</u>	<u>160,000</u>	<u>80,000</u>
Total Liabilities	\$420,855	\$336,762	\$247,120	\$167,973	\$82,853
FUND BALANCE:					
Net of Revenue vs Expenditures			\$89,239	\$79,239	\$85,388
Reserved For Debt Retirement	\$95	\$293	0	(80,000)	0
Unreserved/Undesignated Fund Balance	<u>0</u>	<u>0</u>	<u>(79,706)</u>	<u>9,533</u>	<u>(71,229)</u>
Total Fund Balance	\$95	\$293	\$9,533	\$8,772	\$14,159
Total Liabilities and Fund Balance	<u>\$420,950</u>	<u>\$337,055</u>	<u>\$256,653</u>	<u>\$176,745</u>	<u>\$97,012</u>

CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
DEBT SERVICE FUND
(FUND #394)

COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
As of June 30, 2011 (Unaudited)

	June 30 <u>2007</u>	June 30 <u>2008</u>	June 30 <u>2009</u>	June 30 <u>2010</u>	FY2010-11		
					Amended <u>Budget</u>	Actual thru <u>June 30</u>	Remaining <u>Budget</u>
REVENUES:							
Investment Earnings	\$151	\$105	\$23	\$92	\$100	\$368	\$268
Total Revenues	\$151	\$105	\$23	\$92	\$100	\$368	\$268
EXPENDITURES:							
Principal Retirement	\$85,000	\$85,000	\$80,000	\$80,000	\$80,000	\$0	\$80,000
Bond Interest Expense	33,000	26,827	10,838	16,213	10,240	5,120	5,120
Paying Agent Fees	425	425	425	425	425	425	0
Total Expenditures	\$118,425	\$112,252	\$91,263	\$96,638	\$90,665	\$5,545	\$85,120
Deficiency of Revenues (Under) Expenditures	(\$118,274)	(\$112,147)	(\$91,240)	(\$96,546)	(\$90,565)	(\$5,177)	\$85,388
Other Financing Uses:							
Transfer from DDA - Special Revenue	116,360	112,345	100,480	95,785	90,565	90,565	0
Net Change in Fund Balance	(\$1,914)	\$198	\$9,240	(\$761)	\$0	\$85,388	\$85,388
Fund Balance - Beginning of Period	2,009	95	293	9,533	8,772	(71,229)	
Fund Balance - End of Period	<u>\$95</u>	<u>\$293</u>	<u>\$9,533</u>	<u>\$8,772</u>	<u>\$8,772</u>	<u>\$14,159</u>	



CONSENT AGENDA

CR-1
July 27, 2011

MEMORANDUM

TO: Dane Nelson, City Administrator

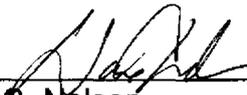
FROM: Kristin Bauer, City Engineer

SUBJECT: FY 2011-12 Cold Patch



I concur with the recommendation of the City Engineer to award the annual bid for Cold Patch requirements to Unique Paving Materials of Cleveland, Ohio for the items and prices as listed in their bid recommendation.

Only one bid was received. We have used this company in the past and have had no issues with their product. Sufficient funds are available in the 2011-2012 Fiscal Year budget for this annual expense. I urge your favorable consideration authorizing the purchase of Cold Patch from Unique Paving Materials of Cleveland, Ohio.



Dane C. Nelson
City Administrator

DCN:mlb

Sealed bids were received on Thursday, July 21, 2011, at the Purchasing Office, City Hall, for the city's annual Cold Patch requirements. Only one bid was received from Unique Paving Materials of Cleveland, Ohio. They maintain a stockpile of material at Round Lake Sand & Gravel in Addison, MI. Their delivered price was for \$106.00/ton for lead trucks and \$104.00/ton for train trailers. This price represents a 9% increase over the current pricing.

I recommend this bid be awarded to Unique Paving Material of Cleveland, OH. We have previously received material from this vendor with no issues.

Funds for these projects are available in the 2011-2012 Fiscal Year Budget.

Kristin Bauer
City Engineer

CR11-034

August 1, 2011

RE: ANNUAL BID – COLD PATCH REQUIREMENTS

RESOLUTION

WHEREAS, sealed bids were received July 21, 2011 for the City's annual Cold Patch requirements; and

WHEREAS, only one bid was received from Unique Paving Materials of Cleveland, Ohio, and recommendations have been received from the City Engineer and the City Administrator; and

WHEREAS, said bids have been considered by the Adrian City Commission.

NOW, THEREFORE, BE IT RESOLVED that the annual bid for Cold Patch requirements be awarded to Unique Paving Materials of Cleveland, Ohio for the items and prices listed in the bid recommendations and under the terms and conditions as specified and as proposed in their sealed bid dated July 21, 2011.

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



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: July 22, 2011

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

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Set Public Hearing for Establishment of Commercial
Rehabilitation District #2

PA 210 of 2005 and subsequent amendments provide local units of government the opportunity to define areas in the community as Commercial Rehabilitation Districts. This designation can allow the use of property tax reduction as an incentive for certain projects that restore property to an economically efficient condition.

I respectfully request a public hearing be set at the August 15, 2011 Adrian City Commission meeting for establishment of Commercial Rehabilitation District #2, property occupied by the Adrian Mall.

Chris Miller
DDA & Economic Development Coordinator

CR11-035

August 1, 2011

RE: COMMUNITY DEVELOPMENT - Establish Commercial Rehabilitation District #2 at 1357 S. Main Street (Adrian Mall)

RESOLUTION

WHEREAS, the State of Michigan has adopted the Commercial Rehabilitation Act, Public Act 210 of 2005, as amended; and

WHEREAS, Act 210 as amended provides for creation of Commercial Rehabilitation Districts, and for review and approval of exemption request certificates; and

WHEREAS, the City of Adrian has certain properties that could utilize the economic development tools in PA210 to spur investment and development of projects; and

WHEREAS, city staff has identified the Adrian Mall as a likely development site; and

WHEREAS, the legal description of this property is as follows:

COM W 1/4 SEC 11 T7S R3E TH S 1°47' E 916.8 FT TH N 88°18' E 258 FT FOR POB TH N 88°18' E 954.57 FT TH S 1° 47' E 1627.67 FT TH S 88°17' W 792.70 FT TH N 1°47' W 300.06 FT TH S 88°14' W 66.92 FT TH S 43°15' W 59.74 FT TH N 68°55' W 272.03 FT TH N 1°47' W 181.75 FT TH N 88° 22' E 200 FT TH N 01°47' W 771.13 FT TH S 88°22' W 187 FT TH S 13 FT TH W 13 FT TH N 01°47' W 204.34 FT TH N 88°18' E 198 FT TH N 1°47' W 121.7 FT TO POB & COM W 1/4 SEC T7S R3E TH S 1°47' E 916.80 FT TH N 88°18' E 1212.57 FT FOR POB TH N 88°18' E 267.62 FT TH S 1°47' E 1627.59 FT TH S 88° 17' W 267.62 FT TH N 1°47' W 1627.67 FT TO POB EX BEG 916.8 FT S & 1314.68 FT E OF W 1/4 COR SEC 11 T7S R3E TH E 66 FT TH ALG ARC OF 467 FT RAD CURVE LEFT 238.89 FT TH ALG ARC OF 542.90 FT RAD CURVE RT 91 FT TH S 1316.41 FT TH W 33 FT TH N 1129.96 FT TH ALG ARC OF 476.90 FT RAD CURVE LEFT 247.07 FT TH ALG ARC OF 533 RAD CURVE RIGHT 273.19 FT TO POB EX BEG 1447.19 FT E & 243.96 FT N OF SW COR SEC 11 T7S R3E TH W 225 FT TH N 200 FT TH E 225 FT TH S 200 FT TO POB & EX BEG 60 FT E & 2181.66 FT S FR W 1/4 POST SEC 11 T7S R3E TH S 68°55' E 271.96 FT TH N 43°23' E 59.65 FT TH E 66.77 FT TH N 31°47'W 166.7 FT TH N 26°54' W 33.05 FT TH ALG 50.97 FT RAD CURVE LEFT 57.79 FT TH W 191.75 FT TH ALG 51.51 FT RAD CURVE LEFT 26.93 FT TH S 129.08 FT TO POB ALSO EX LD BEG 916.8 FT S 1 DEG 47'10"E ALG W LI SEC 11 & 258 FT N 88 DEG 18'10"E FROM W 1/4 COR SEC 11 RUNN TH N 88 DEG 18'10"E 195.37 FT TH S 1 DEG 47'10"E 281.24 FT TH S 88 DEG 6'50"W 257.18 FT TH N 86 DEG 10'2"W 108.71 FT TH S 88 DEG 6'50"W 28 FT TH N 1 DEG 47'10"W 150 FT ALG E LI OF HWY M-52 TH N 88 DEG 18'10"E 198 FT TH N 1 DEG 47'10"W 121.70 FT TO POB SEC 11. ALSO LAND DESCRIBED AS BEG 916.80 FT S 01°47'10" E ALG THE W LINE OF SECTION 11 AND 258.00 FT N 88°18'10" E FROM THE W 1/4 COR OF SECTION 11; TH N 88°18'10" E 195.37 FT; TH S 01°47'10" E 281.24 FT; TH S 88°06'50" W 134.74 FT; TH N 01°47'10" W 159.98 FT; TH S 88°18'10" W 60.63FT; TH N 01°47'10" W 121.70 FT TO THE POB. ; and

WHEREAS, Act 210 requires the legislative body to give written notice by certified mail to the county in which the property is located, and to the owners of real property within the proposed rehabilitation district and to afford an opportunity for a hearing on the establishment of the commercial rehabilitation district at which any of those owners or any other resident or taxpayer of the qualified local governmental unit may appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby authorizes the scheduling of a public hearing on Monday, August 15, 2011 at 7:00p.m. in the City Chambers Building, 159 E. Maumee Street, Adrian, MI to receive comments on this matter, and directs the City Clerk to provide notice to the appropriate real property owners, to Lenawee County and the public as required by Act 210, as amended.

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



REGULAR AGENDA

0-1

ORDINANCE 11-005

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 property 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 76 WESTRIDGE SUB 1
3. More commonly known as: 1505 Inverness Drive

INTRODUCTIONJuly 18, 2011
 SUMMARY PUBLISHEDJuly 23, 2011
 ADOPTION
 COMPLETED PUBLICATION
 EFFECTIVE DATE

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

July 13, 2011

Honorable Mayor
and City Commission:

At the July 12, 2011, meeting the Adrian City Planning Commission voted unanimously to recommend to the City Commission the approval of rezoning 1505 Inverness Drive from R-3 Single Family Residential to ERO Education, Research and Office.

There were no comments from the audience during the public hearing, nor were any telephone calls or written communications received concerning this rezoning application. The Planning Commission reviewed the criteria as mentioned in Section 28.06 and found it in the affirmative and made the following findings:

1. The Commission considered the property landlocked, an isolated piece of property adjacent to the ERO District on both the west and south sides and at the corner of two dead-end streets on the north and east sides.
2. The Commission felt this was a squaring up of the boundary lines for Adrian College.
3. The small size of the lot limits the potential use.
4. The Commission could find no perceived precedents from the approval of this request.
5. There are no known impacts on City services or facilities.
6. The Commission could see no impact on surrounding property values.
7. This will not create spot zoning as it is adjacent to the ERO District.
8. The Commission felt it does have economic value as a house; however, it doesn't seem to be a significant reason to deny the request.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Denise Cook".

Denise Cook, Secretary



STAFF ANALYSIS
ADRIAN CITY PLANNING COMMISSION

DATE: July 5, 2011

CASE: 11-014

APPLICANT: Lavina B. Pratt
1505 Inverness Drive
Adrian, MI 49221

REQUEST: Rezone Subject Parcel from R-3 Single Family Residential to ERO Education,
Research and Office

SUBJECT PARCEL: XA0-810-0076-00
1505 Inverness Drive

DESCRIPTION OF REQUEST

Applicant requests the rezoning of her property from R-3 Single Family Residential to ERO Education Research and Office. This is a single-family residence. The property is located on the southwest corner of Inverness Drive and Renfrew Avenue. The lot size is irregular with an average of 90' x 127' equaling 11,430 square feet.

EXISTING LAND USE/ZONING:

The last known land use of the subject parcel was as a single-family residence.

Existing zoning for the subject property is R-3 Single Family Residential. The zoning designations for the surrounding properties are as follows:

North: R-3 Single Family Residential
South: ERO Education Research and Office
West: ERO Education Research and Office
East: R-3 Single Family Residential

FUTURE LAND USE/ZONING

According to the City of Adrian Comprehensive Plan, future land use designation for the subject parcel is Single/Two Family Residential.

DEPARTMENT REVIEWS

The standards for rezoning requests as found in Section 28.06 of the City of Adrian Zoning Regulations and listed below for reference:

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

The owner wishes to sell the property to Adrian College to use as student housing and to reduce the financial burden of owning two properties. This property abuts Adrian College property on both the south and west side property lines.

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

The ERO District allows most uses in the OS-1 Office Service District, plus uses associated with college campuses. Possible effects could be an increase in traffic and the eroding of an established residential neighborhood. Any access to this property would be through a residential neighborhood. Approval of the rezoning would not be consistent with the City of Adrian Comprehensive Plan.

3. 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.

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

Depending on how the property is used now and in the future, there may be negative impacts on values of surrounding parcels that would result from the proposed action. The proposed change would not be harmonious with the surrounding residential properties and land uses.

5. 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 parcel under the current zoning designation is economically feasible. This property is located in a single family neighborhood with most houses and lots of similar size and design. These are local streets with not a lot of traffic.

RESOLUTION

WHEREAS, Ms. Lavina B. Pratt has submitted a request for rezoning of 1505 Inverness Drive, a single parcel identified in the Case File 11-014, from R-3 Single Family Residential to ERO Education, Research and Office; and

WHEREAS, the former use of the parcel was single-family residential; and

WHEREAS, the City of Adrian Comprehensive Plan Future Land Use Map calls for designation of such parcel as Single/Two Family Residential; and

WHEREAS, the Community Development Department has conducted a review of the applicant's request in accordance with the review standards found in the Zoning/Development Regulations, Article XXVIII - Amendments 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 to deny this request; and

BE IT FURTHER RESOLVED that this request would not be in compliance with the City of Adrian Comprehensive Plan Future Land Use Map; and

BE IT FURTHER RESOLVED that this rezoning could have a potential negative impact on the surrounding residential neighborhood; and

BE IT FURTHER RESOLVED that there is a reasonable economic use in keeping this property single-family residential; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission finds that the application is not in compliance with the standards for Official Zoning Map Amendments; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission deny the application for rezoning Parcel XA0-810-0076-00; and

BE IT FURTHER RESOLVED that the Adrian City Planning Commission recommends that the Adrian City Commission deny 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.



Dave Pate, Building Official

I (We), the undersigned, do hereby respectfully make application and petition to the Adrian City Planning Commission to amend the Zoning/Development Regulations 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

RESIDENTIAL to FRD

2. It is proposed that the property will be put to the following use:

USED BY COLLEGE FOR LIVING USE OF STUDENTS

3. It is proposed that the following building(s) will be constructed:

NONE THAT I KNOW

4. The property sought to be rezoned is located at 1505 INVERNESS DR between RENFREW Street and INVERNESS Street on the CORNER side of the street. It has a frontage of 90 feet, and a depth of 127 feet.
LOT 76 WESTRIDGE SUB 1

5. The legal description of the property is as follows: (may attach a separate sheet)
TRI-LEVEL HOUSE & DETACHED 1 1/2 CAR GARAGE SURROUNDED BY
TENNIS COURTS ON SOUTH & WEST & DEAD END STREETS NORTH & EAST
LOT 76 WESTRIDGE SUB 1

6. The property sought to be rezoned is owned by:

LAVINA B. PRATT
Name

1505 INVERNESS DR. ADRIAN
Address

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.

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.

Lavina B. Pratt
Signature of Applicant

1505 INVERNESS DR. ADRIAN, MI 49221 517-265-7272
Address and Phone Number and E-Mail Address - May also include fax number

Lavina B. Pratt
Signature of Owner

517-265-7272
Owner's Telephone Number and E-Mail Address

I DO NOT BELIEVE THE CHANGING OF THE ZONE WILL BE DETRIMENTAL TO THE NEIGHBORHOOD BECAUSE THE HOUSE SETS ON THE CORNER COMPLETELY BY ITSELF AND 4 HOUSES EAST OF ME ARE UP AGAINST THE STADIUM IN THEIR BACK YARDS & NORTH DOWN RENTFREW ARE TENNIS COURTS, SOCCER FIELD, TRACK & BASEBALL FIELD. 3 HOMES HAVE BEEN SOLD SINCE STADIUM WAS PUT IN - CLOSE TO STADIUM, WE HAVE STUDENTS PRACTICING RUNNING STARTS ON DEAD END OF RENTFREW & ALSO LOGGERS IN AREA.

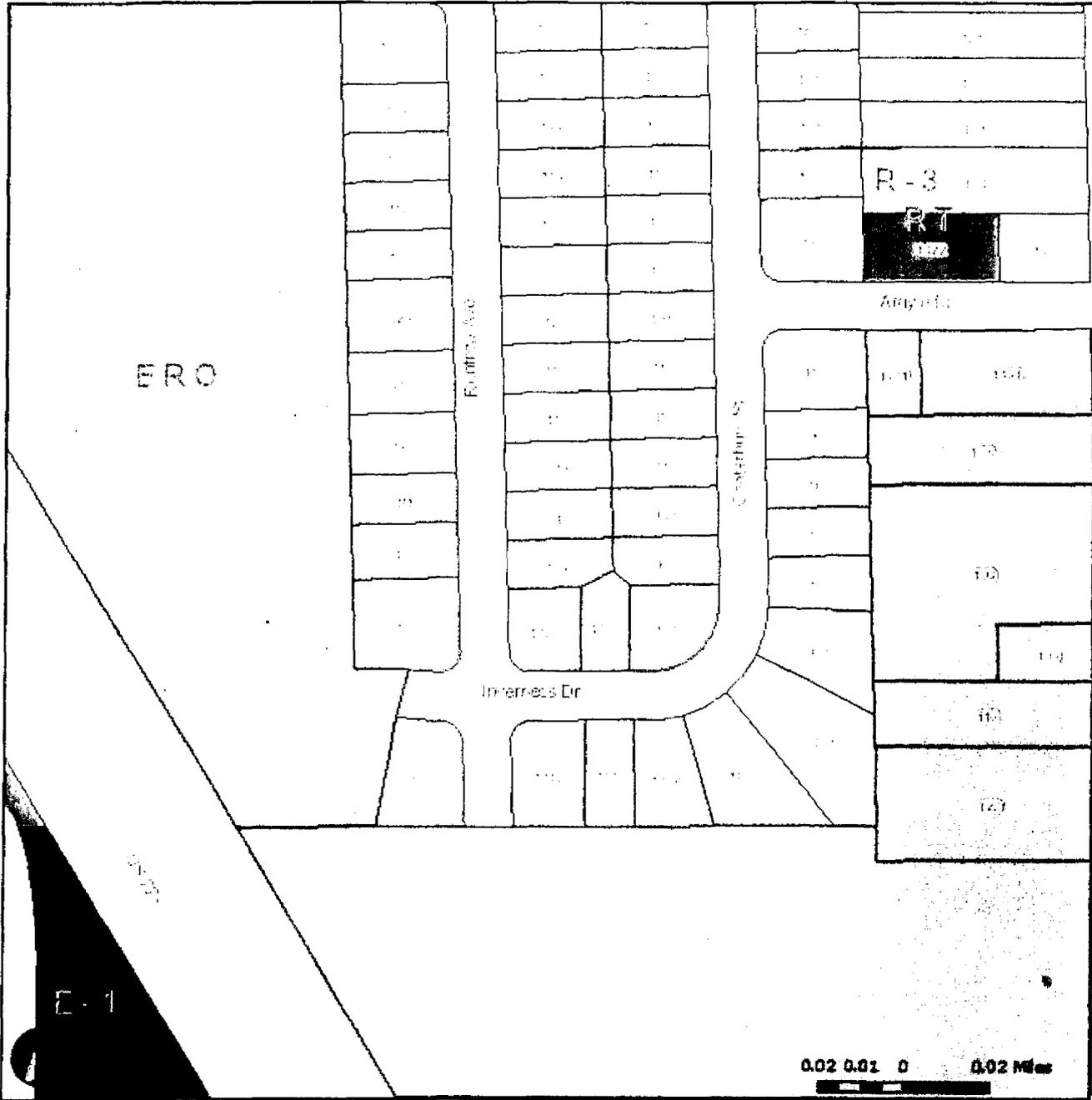
I AM 86 YRS OLD & IN ILL HEALTH & NEED TO SELL TO PAY OFF MORTGAGE BEFORE I DIE SO MY DAUGHTER & I CAN MOVE INTO MY RENTAL PROPERTY ON SPENCER PLACE OR MY DAUGHTER WILL NOT HAVE A HOME WHEN I AM GONE BECAUSE SHE CANNOT MAKE THE TAXES & INSURANCE^{MORTGAGE} ON BOTH HOUSES AS SHE ONLY HAS SOCIAL SECURITY. RIGHT NOW WE ARE PAYING THEM TOGETHER.

Rebecca J. White 5-9-11



1505 Inverness Drive - Lot 76 of Westridge Subdivision No. 1

Map



Dynamic Street Names (City Wide)

TaxParcel



Public Parks



Multiple Zoning

- R-1 SINGLE FAMILY RESIDENTIAL
- R-2 SINGLE FAMILY RESIDENTIAL

Multiple Zoning (continued)

- B-3 CENTRAL BUSINESS
- ERO EDUCATION, RESEARCH AND OFFICE
- E-1 EXCLUSIVE INDUSTRIAL
- PUD PLANNED UNIT DEVELOPMENT

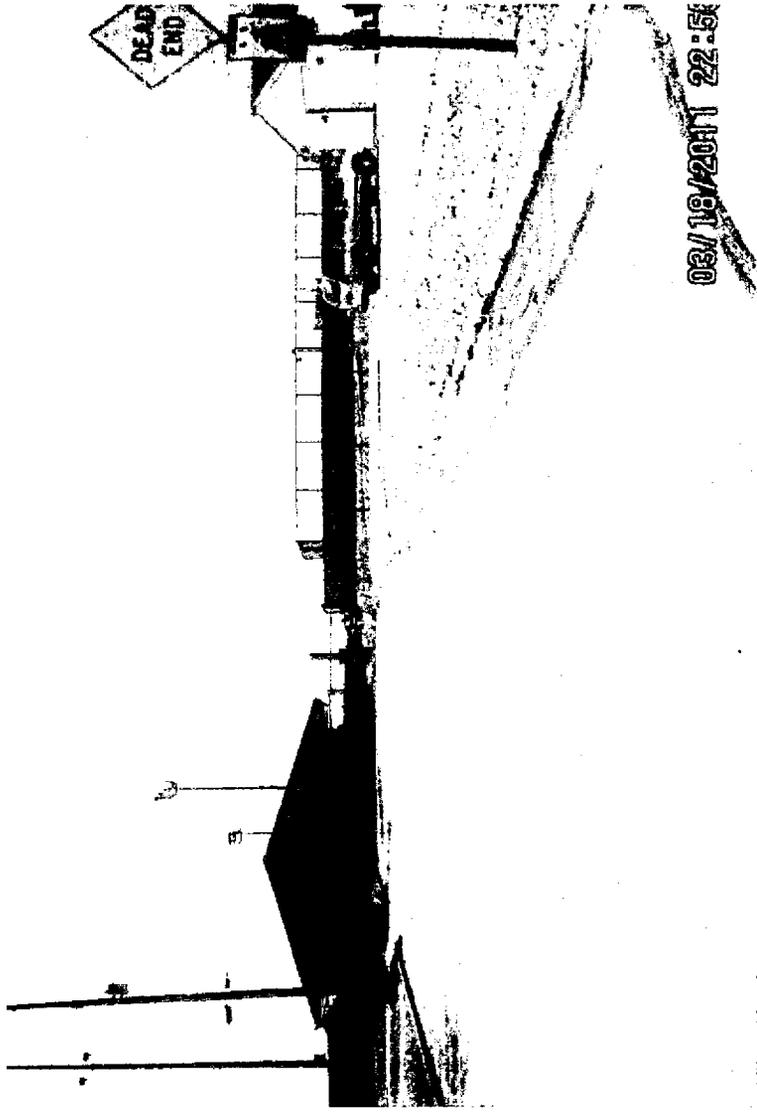
Zoning

- R-1 SINGLE FAMILY RESIDENTIAL

Zoning (continued)

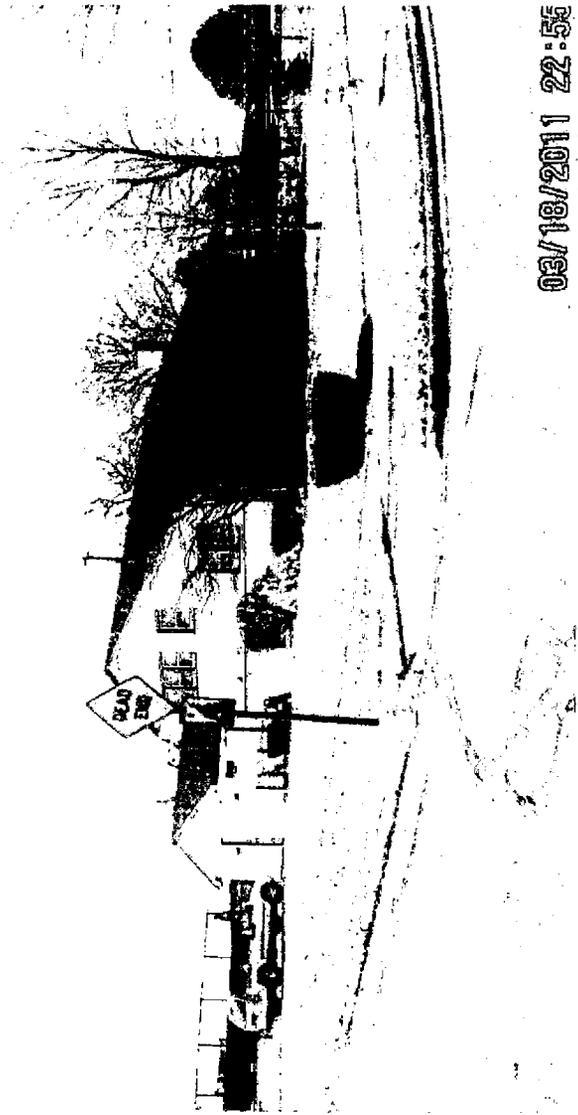
- R-0 RESIDENTIAL OFFICE DISTRICT
- OS-1 OFFICE SERVICE
- B-1 LOCAL BUSINESS
- B-2 COMMUNITY BUSINESS
- B-3 CENTRAL BUSINESS
- B-4 SHOPPING CENTER
- ERO EDUCATION, RESEARCH AND

LOOKING SOUTH ON RENFREW
ON EAST SIDE OF HOUSE. TENNIS
COURTS & BUILDING IN BACK-
GROUND IS COLLEGE BATH ROOMS
& STADIUM TO THE LEFT



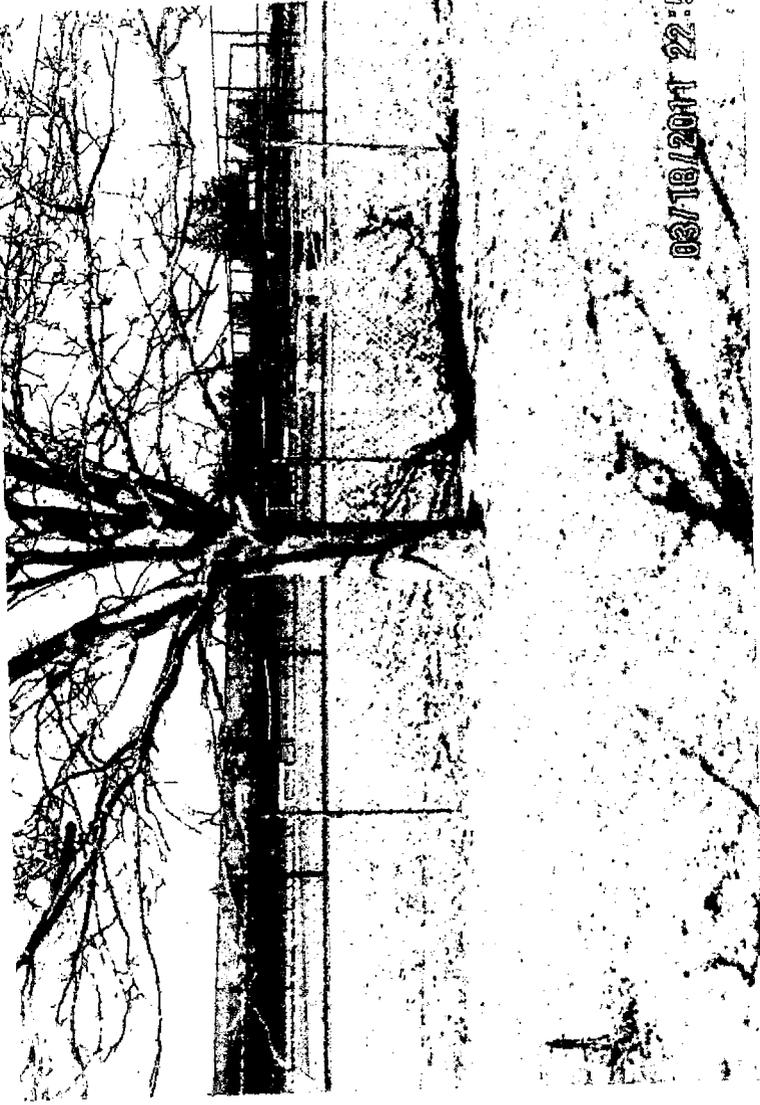
03/18/2011 22:56

1505 INVERNESS DR.
VIEW IS FROM CENTER OF
STREET OF RENFREW &
INVERNESS



03/18/2011 22:56

YARD ON WEST SIDE
OF HOUSE & TENNIS
COURTS

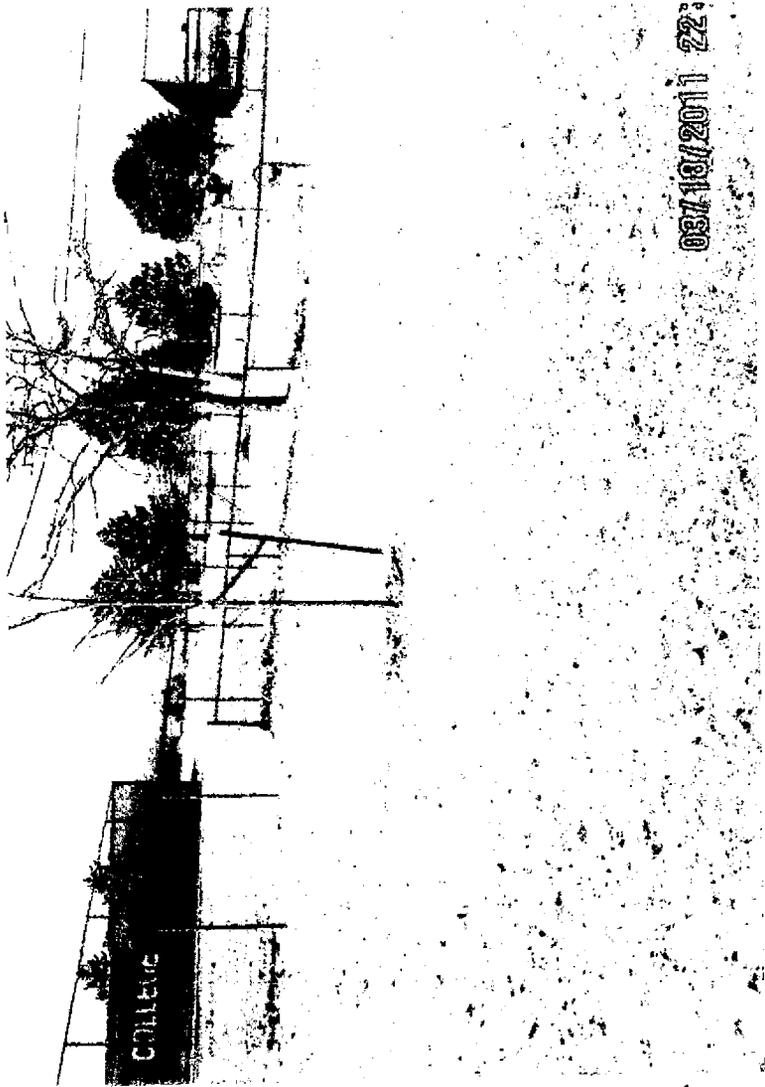


03/18/2011 22:5

EAST SIDE OF HOUSE
LOOKING DOWN RENNREW
IN YERNES STREET IN FRONT
VAPANT HOUSE IN FOREGROUND

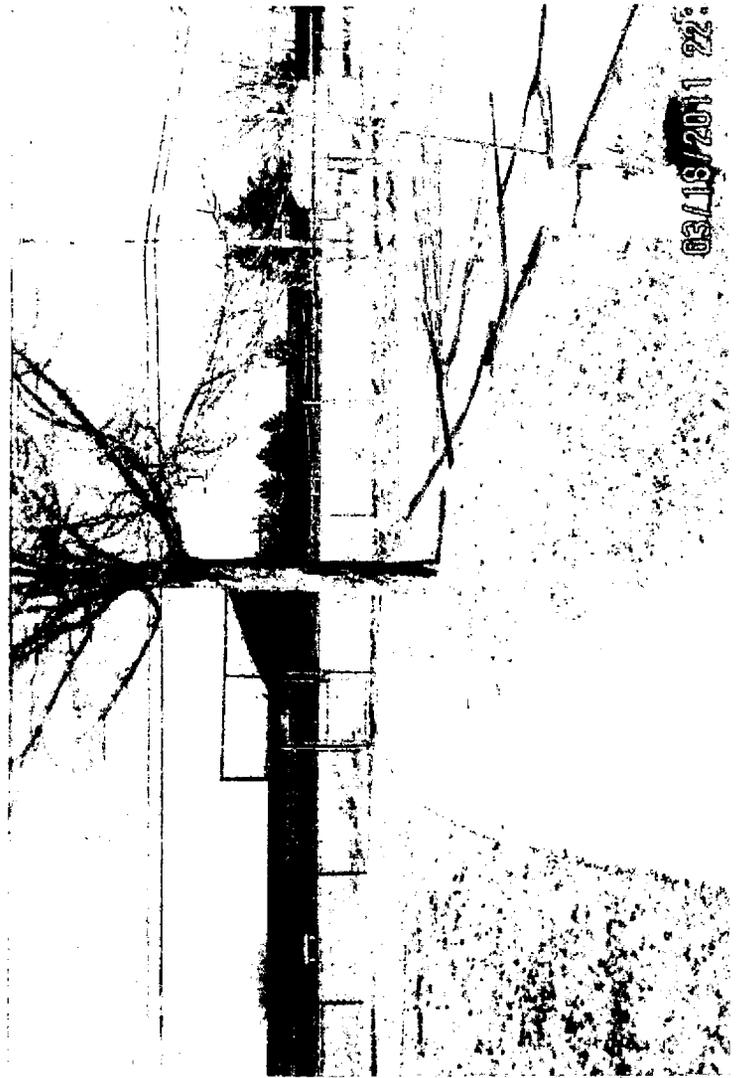


03/18/2011 22:57



03/18/2011 22:55

EAST SIDE OF BACK YARD LOOKING WEST AT TENNIS COURTS



03/18/2011 22:55

FRONT OF HOUSE LOOKING NORTH SHOWING TENNIS COURT ALL THE WAY DOWN RENFREW



FRONT VIEW OF HOUSE LOOKING NORTH - TENNIS COURTS IN BACKGROUND

03/18/2011 22:55



Shrewsbury Ave

Argyle Dr

Inverness Dr

Canterbury St

Industrial Ct

1502
206 203
188 185
176 175
166 165
156 155
146 145
136 135
126 125
122 121
118 115
114 113
112 111
110 109
106 107
105
1450 1444 1440
1431 1401
114 113
112 110
108 106
104 103
102 101
1447 1443 1439 1435
128
1234

SO-1, R-1

August 1, 2011

SPECIAL ORDER

The Mayor called for the hearing and consideration of comments to establishment of a Commercial Rehabilitation District (CRD #1) at 240 N. Main Street, 113 E. Front Street, and 124 E. Front Street.

Discussion

When the Mayor call for final objections _____

_____ and he declared the hearing closed.



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: July 21, 2011

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

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Establishment of Commercial Rehabilitation District #1

On July 12th, the Governor signed into law an improved Economic Development tool which allows local units of government to provide property tax relief to projects which meet specific criteria. PA 81 & 82 of 2011 expand PA 210 of 2005 to allow the city to now use this tool in downtown Adrian. Previously, the Act was targeted at larger commercial properties and areas no smaller than 3 acres.

The Act provides that projects must meet specifically defined *qualified facilities* and that specifically defined *rehabilitation* must take place. Once a Commercial Rehabilitation District is established, owners of *qualified facilities* may apply for a commercial rehabilitation exemption certificate, which essentially will freeze property taxes for up to 10 years, as determined by the local unit of government. The establishment of Commercial Rehabilitation District #1 is designed to proactively anticipate the opportunity for development in the district.

Please contact me if you have any questions regarding this effort.

Best Regards,

Chris Miller
DDA & Economic Development Coordinator

Act No. 81
Public Acts of 2011
Approved by the Governor
July 12, 2011
Filed with the Secretary of State
July 12, 2011
EFFECTIVE DATE: July 12, 2011

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011**

Introduced by Reps. Tyler, Wayne Schmidt, Knollenberg, Denby, Geiss and Hughes

ENROLLED HOUSE BILL No. 4759

AN ACT to amend 2005 PA 210, entitled "An act to provide for the establishment of commercial rehabilitation districts in certain local governmental units; to provide for the exemption from certain taxes; to levy and collect a specific tax upon the owners of certain qualified facilities; to provide for the disposition of the tax; to provide for the obtaining and transferring of an exemption certificate and to prescribe the contents of those certificates; to prescribe the powers and duties of certain local governmental officials; and to provide penalties," by amending section 2 (MCL 207.842), as amended by 2008 PA 500.

The People of the State of Michigan enact:

Sec. 2. As used in this act:

(a) "Commercial property" means land improvements classified by law for general ad valorem tax purposes as real property including real property assessable as personal property pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14, the primary purpose and use of which is the operation of a commercial business enterprise or multifamily residential use. Commercial property shall also include facilities related to a commercial business enterprise under the same ownership at that location, including, but not limited to, office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Commercial property also includes a building or group of contiguous buildings previously used for industrial purposes that will be converted to the operation of a commercial business enterprise. Commercial property does not include any of the following:

- (i) Land.
- (ii) Property of a public utility.

(b) "Commercial rehabilitation district" or "district" means an area not less than 3 acres in size of a qualified local governmental unit established as provided in section 3. However, if the commercial rehabilitation district is located in a downtown or business area or contains a qualified retail food establishment, as determined by the legislative body of the qualified local governmental unit, the district may be less than 3 acres in size.

(c) "Commercial rehabilitation exemption certificate" or "certificate" means the certificate issued under section 6.

(d) "Commercial rehabilitation tax" means the specific tax levied under this act.

(e) "Commission" means the state tax commission created by 1927 PA 360, MCL 209.101 to 209.107.

(f) "Department" means the department of treasury.

(g) "Multifamily residential use" means multifamily housing consisting of 5 or more units.

(h) "Qualified facility" means a qualified retail food establishment or a building or group of contiguous buildings of commercial property that is 15 years old or older or has been allocated for a new markets tax credit under section 45D of the internal revenue code, 26 USC 45D. Qualified facility also includes a building or a group of contiguous buildings, a portion of a building or group of contiguous buildings previously used for commercial or industrial purposes, obsolete industrial property, and vacant property which, within the immediately preceding 15 years, was commercial property as defined in subdivision (a). A qualified facility also includes a hotel or motel that has additional meeting or convention space that is attached to a convention and trade center that is over 250,000 square feet in size and that is located in a county with a population of more than 1,100,000 and less than 1,600,000 as of the most recent decennial census. A qualified facility does not include property that is to be used as a professional sports stadium. A qualified facility does not include property that is to be used as a casino. As used in this subdivision, "casino" means a casino or a parking lot, hotel, motel, or retail store owned or operated by a casino, an affiliate, or an affiliated company, regulated by this state pursuant to the Michigan gaming control and revenue act, 1996 IL 1, MCL 432.201 to 432.226.

(i) "Qualified local governmental unit" means a city, village, or township.

(j) "Qualified retail food establishment" means property that meets all of the following:

(i) The property will be used primarily as a retail supermarket, grocery store, produce market, or delicatessen that offers unprocessed USDA-inspected meat and poultry products or meat products that carry the USDA organic seal, fresh fruits and vegetables, and dairy products for sale to the public.

(ii) The property meets 1 of the following:

(A) Is located in a qualified local governmental unit that is also located in a qualified local governmental unit as defined in section 2 of the obsolete property rehabilitation act, 2000 PA 146, MCL 125.2782, and is located in an underserved area.

(B) Is located in a qualified local governmental unit that is designated as rural as defined by the United States census bureau and is located in an underserved area.

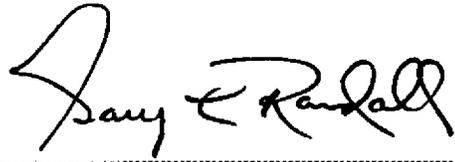
(iii) The property was used as residential, commercial, or industrial property as allowed and conducted under the applicable zoning ordinance for the immediately preceding 30 years.

(k) "Rehabilitation" means changes to a qualified facility that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the property to an economically efficient condition. Rehabilitation for a qualified retail food establishment also includes new construction. Rehabilitation also includes new construction of a qualified facility that is a hotel or motel that has additional meeting or convention space that is attached to a convention and trade center that is over 250,000 square feet in size that is located in a county with a population of more than 1,100,000 and less than 1,600,000 as of the most recent decennial census, if that new construction is an economic benefit to the local community as determined by the qualified local governmental unit. Rehabilitation also includes new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit. Rehabilitation shall not include improvements aggregating less than 10% of the true cash value of the property at commencement of the rehabilitation of the qualified facility.

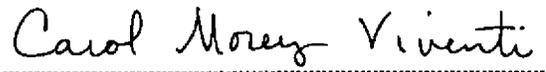
(l) "Taxable value" means the value determined under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

(m) "Underserved area" means an area determined by the Michigan department of agriculture that contains a low or moderate income census tract and a below average supermarket density, an area that has a supermarket customer base with more than 50% living in a low income census tract, or an area that has demonstrated significant access limitations due to travel distance.

This act is ordered to take immediate effect.



.....
Clerk of the House of Representatives



.....
Secretary of the Senate

Approved.....

.....
Governor

R11-084

August 1, 2011

RE: COMMUNITY DEVELOPMENT – Create Commercial Rehabilitation District #1 – 240 N. Main St., 114 E. Front St., and 124 E. Front St.

RESOLUTION

WHEREAS, a Public Hearing has been held to hear and consider objections to the establishment of Commercial Rehabilitation District #1 within the City of Adrian, pursuant to the provisions of Act 210 of the Public Acts of Michigan, 2005; and

WHEREAS, PA 81 and PA82 of 2011 have amended PA 210 of 2005 so as to allow its use in downtown areas; and

WHEREAS, it appears that the establishment of such a district is consistent with the objective of encouraging commercial redevelopment and economic expansion leading to increased employment opportunities for the citizens of Adrian; and

WHEREAS, the Adrian City Clerk, pursuant to PA 210 of 2005 did provide the County of Lenawee and the owners of all real property within the proposed Commercial Rehabilitation District written notice by certified mail, and on behalf of the City Commission did provide public notice of a hearing on the establishment of the Commercial Rehabilitation District, and that the establishment of a Commercial Rehabilitation District would be considered at a meeting of the Adrian City Commission on Monday, August 1, 2011; and

WHEREAS, the City of Adrian held a Public Hearing at which those owners and other residents or taxpayers had the right to appear and be heard regarding the establishment of a Commercial Rehabilitation District encompassing the property located at 240 N. Main St., 114 E. Front St. and 124 E. Front St.

NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby declares established Commercial Rehabilitation District #1 pursuant to said Act 210 of the Public Acts of Michigan, 2005, which District shall consist of that portion of the land hereinafter described which lies within the corporate limits of the City of Adrian:

240 N Main St:

N 102 FT LOT 98 & W 1/2 LOT 99 ORIGINAL PLAT

114 E Front St:

E 1/2 LOT 99 ORIGINAL PLAT

124 E Front St:

LOT 100 EX S 69.5 FT AND LOT 101 EX S 69.5 FT OF W 1/2 & EX S 21 FT OF E 1/2 AND LOT 102 EX S 21 FT AND LOT 103 & W 47.5 FT LOT 104 ORIGINAL PLAT. ALSO THE W 24FT OF LOT 107 ORIGINAL PLAT.

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

R-2
July 26, 2011

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Change Order Pavement Marking Bids



In April 2011 the City Commission accepted bids for pavement markings within the City of Adrian. During their work it was determined that City Staff had not included some edge line markings along Beecher St and Oakwood Ave. This work required completion and rather than having to re-mobilize the contractor to complete the work later we authorized the work. By completing this work while they were in town it saved us the cost of re-mobilizing the 4 trucks at a later date.

This \$4,791.78 overage exceeds the 4% change order limit on the \$55,395.18 contract. I respectfully request this change order be approved.

Kristin Bauer
City Engineer

P.K. CONTRACTING, INC.

1965 Barrett • Troy, Michigan 48084
(248) 362-2130 • (248) 362-4969 Fax



INVOICE

26-Jul-11

TO: ADRIAN, CITY OF
100 E CHURCH ST
ADRIAN MI 49221

PK INVOICE # 111170-2
2011 CITY WIDE MARKINGS

Pavement Markings

ITEM CODE	DESCRIPTION	QUANTITY COMPLETED	WORK OF:		6/27-8/30
			UNIT Price	Due This Period	
	REM & WB W SOLID	11,409.00	\$	0.420	\$ 4,791.78

Please Pay From This Invoice

Total Due Contract \$ 4,791.78

R11-085

August 1, 2011

RE: ENGINEERING DEPARTMENT – CHANGE ORDER PAVEMENT MARKING BIDS

RESOLUTION

WHEREAS, the Adrian City Commission, by Resolution #R11-043 dated April 18, 2011, authorized the acceptance of the low bidder, P.K. Contracting, Inc., Troy, Michigan for the citywide pavement marking program at an estimated cost of \$55,395.18; and

WHEREAS, during the work of P.K. Contracting Inc. it was determined that City staff had not included some edge line markings along Beecher Street and Oakwood Avenue; and

WHEREAS, this work required completion and therefore P.K. Contracting Inc. was authorized to complete the work at that time rather than remobilize their trucks at a later date for a higher cost; and

WHEREAS, the City Engineer requests approval of a contract change order in the amount of \$4,791.78; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Major Street Fund Undesignated Fund Balance account (202-000.00-390.000).

NOW, THEREFORE, BE IT RESOLVED that Adrian City Commission, by this resolution, hereby approves a contract change order with P.K. Contracting Inc. of Troy, Michigan in the amount of \$4,791.78 for additional pavement marking work performed.

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

R-3

MEMO _____



DATE: July 28, 2011
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City of Adrian
SUBJECT: Purchase of Single Axle Dump Truck

The City Engineer has determined that through the State of Michigan contract through MIDEAL the City can purchase a single axle dump truck at a cost of \$111,000.00 instead of the estimated cost of \$114,000.00 through the bid process.

The City Charter allows the bid process to be waived when it is determined that no advantage to the City would result in obtaining additional quotes. I, therefore, urge your favorable consideration authorizing the City Engineer to purchase a single axle dump truck through MIDEAL at a cost of \$111,000.00 and that the bid process be waived.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:mlb

July 26, 2011

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

CC: Mark Bishop, Superintendent DPW

SUBJECT: Single Axle Dump Truck FY 2011-12



During the capital planning process for FY 2011-12 we recommended purchase a new single axle dump truck to replace our current truck #21. This approval was for an estimated \$114,480.00. It has been determined that through the State of Michigan contract through MIDEAL we can purchase the vehicle that meets our specifications for \$111,000.00.

It is our recommendation to waive bids and purchase this vehicle through the MIDEAL program for \$111,000, order of this vehicle must happen prior to September 2011 to secure these rates through the State program. In 2010 a similar vehicle was purchased and with inflation we expect the same bid to yield bids around \$114,000.

Funds for this purchase are available in the 2011-12 Fiscal Year budget: 662-441.62-977.000 Motor Vehicle Fund, as planned during our capital budget process.

Kristin Bauer
City Engineer

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

July 25, 2011

State of Michigan Contract Pricing from MIDEAL Contract No. 07132160217

City of Adrian
Mark Bishop

The following is contract pricing for Dump body, Scraper, Hydraulic System and miscellaneous equipment. All equipment and installations is a duplicate from the last Adrian build by TTS. Please review to ensure exact specifications as requested..

Install Crysteel 10 ft Select tipper dump body including the following

10ft body length, 96" outside width, 84" inside width

Side height shall be 26" height

40" front and 36" tailgate.

Dump body sides and front shall be constructed of 7 ga A1011 type steel.

Construction of the sides shall include a boxed top rail

Side includes horizontal sides bracing.

Body shall include full depth rear pillar posts constructed of 7 ga. A1011 steel.

Rear door shall be constructed with dual panel design outside 7 ga A1011 steel and inside ¼" AR400 steel.

Tailgate is air operated

Body understructure shall be Western tubular trapezoidal constructed of ¼" A1011 steel.

Floor of the dump box shall be constructed of ¼" AR400 steel with a 6" radius.

Cab shield constructed of 10 ga steel with formed angular upright supports and continuously weld to front of the dump body

4 D rings mounted inside dump body for V box attachment

Paint dump body to match the cab with polyurethane paint

Crysteel RC 750 hoist including the following

Hoist is NTEA class 50 and be of Roller Combo design.

Hoist is a Type VII type underbody

Hoist includes grease line extensions with a grease manifold mounted in the sub frame of the hoist for lubricating the hoist when it is in the down position

Hoist and Dump body include a 3 year 100% parts and labor warranty with an additional 2 year 50% parts and labor warranty

Install Central Hydraulic System including the following

A10 VO60 Rexroth piston Pump

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Hot shifted PTO

35 gal. behind cab slim line hydraulic tank constructed of 7 ga steel
Inverted angle mounting bracket
Tank mounted Zinga type filter
Suction strainer mounted in the tank
Rexroth m4-12 closed center control valve with the following sections
 Scraper up/down
 Scraper swing
 Dump box with 500 PSI A port pressure limit
Morse type cable controllers for the dump and scraper functions
Gresen QDL dual flow sander valve mounted between the seats on a console
Ball valve shut on hydraulic tank for case drain and suction ports
AW32 hydraulic oil
All necessary hoses and fittings
Stainless steel hydraulic couplers for spreader circuit and customer's spreader lines.

Install Monroe model MS3510 underbody scraper including the following

¾" solid mounting plates
Cushion valve for power reverse protection
JT-50 relief valve to limit scraper down pressure
Twin 3.5" x 10" actuating cylinders with nitrated rods
Twin 4" x 12" power reverse cylinders with nitrated rods
1" x 1 piece circle
1' x 20" x 10' moldboard
Curb guards on each end of the moldboard

Install Lighting including the following;

OEM chassis switches will be wired to emergency lighting, air tailgate, scraper light, spreader light, and body up light
Tarp switch, PTO switch, and low oil light will be mounted in the control console.
Weather pack connector wired to Junction box at rear for auxiliary spreader light
Federal Light bar model 454201-02 mounted on cab shield
Spreader light mounted on side of dump body
3 oval hole, tapered, stainless steel light boxes welded on rear pillar posts of dump body
Sound off Stop/ Turn & Tail LED lights mounted in light boxes
2 oval led back up lights mounted in rear light boxes
2 LED oval amber flashers mounted in light boxes
Betts junction box mounted at the rear of the dump body
Back up alarm

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Lever type switch for body up light

Install Roll Rite Electrical tarp system including the following

Direct drive motor/gear box assembly

Aluminum wind deflector

Aluminum tarp and tension bows

3 spring tarp arms

Mesh tarp

Install ¾" rear hitch plate including OEM tail light cutouts

Install Spray mate poly fender kit with mud flaps

Front and rear mounted tow hooks

Installed \$36,058.00

Submitted by Tom Giles/Dan Bouwman

07/25/11

Prepared For:
City Of Adrian
Mark Bishop
231 Race St.
Adrian, MI 49221-2035
(517)264 - 4889
Reference ID: N/A

Presented By:
TRI COUNTY INTL TRUCKS
Jeremy Kast
5701 WYOMING St.
DEARBORN MI 48126 -
(313)584-7090

MiDEAL Item #3958-0160D Updated to 2012 Model Year Pricing with Customer Specified Option Content. Afforded Pricing Includes Navistar-Mandated Materials and Transportation Surcharges. Pricing Good Thru September, 2011. Trucks Must be on Order and Recognized as Such by Navistar No Later than September 30, 2011.

City Of Adrian



Model Profile
2011 7400 SFA 4X2 (SA525)

APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35000 Calc. Start / Grade Ability: 31.50% / 3.49% @ 55 MPH Calc. Geared Speed: 68.6 MPH 8.45 MPG @ 55 MPH
FUEL ECONOMY:	8.45 MPG @ 55 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{MaxxForce DT} EPA 10, 285 HP @ 2200 RPM, 860 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.63
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply
TIRE, REAR:	(4) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range H, 16 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GM Location 1: 2666, Brilliant Red (Custom) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 65.00 Axle to Frame.	6777/3995	10772
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
TOW HOOK, REAR (2)	0/10	10
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	13/170	183
FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL	337/504	841
BUMPER, FRONT Steel, Swept Back	0/0	0
<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color		
WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0
FRAME ADDITION, FRONT 1" Integral; Increases BBC, BA and OAL Vehicle Dimensions By 1"	4/0	4
AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; With Shock Absorbers	9/0	9
<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	0/0	0
<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank		
AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
AIR DRYER {Meritor Wabco System Saver 1200} with Heater	11/7	18

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab		
BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	0/0	0
BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/0	0
<u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	0/0	0
<u>Notes</u> : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	0/0	0
AIR TANK LOCATION (2) Mounted 25" Back of Cab, Outside Right Rail, With 24" Ground Clearance	0/0	0
STEERING COLUMN Tilting	10/0	10
STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
STEERING GEAR {Sheppard M-100} Power	0/0	0
EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	6/-19	-13
<u>Includes</u> : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish		
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
<u>Includes</u> : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2)	2/0	2
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Leece-Neville LBP2224H} Brush Type; 12 Volt 120 Amp. Capacity, Pad Mounted	0/0	0
BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	41/14	55
2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	3/0	3
<u>Includes</u>		
: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior		
: SPEAKERS IN CAB (4) Coaxial with Premium Interior		
BATTERY DISCONNECT SWITCH {Joseph Pollak} Lever Operated	1/0	1
<u>Includes</u>		
: BATTERY DISCONNECT SWITCH Mounted to Outside of Battery Box		
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
BATTERY BOX Steel, With Fiberglass Cover; Mounted 26" BOC, Left Side Perpendicular to Frame Rail	0/0	0
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	1/0	1
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
GRILLE Stationary, Chrome	0/0	0
FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "GM"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PAINT CLASS Single Custom Color	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
GROUND CLEARANCE IDENTITY For 24" Ground Clearance.	0/0	0
CLUTCH Omit Item (Clutch & Control)	-63/-12	-75
BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt	2/0	2
<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
ENGINE, DIESEL {MaxxFace DT} EPA 10, 285 HP @ 2200 RPM, 860 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed	0/0	0
<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxFace Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES		
FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
<u>Includes</u> : FAN Nylon		
RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator and With Transmission Oil Cooler	-7/2	-5
<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
FEDERAL EMISSIONS for 2010; MaxxFace DT Engines	0/0	0
AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2
<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	0/0	0
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	195/57	252
<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan		
TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0

<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
	(lbs)	(lbs)
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	0/0	0
AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 5.63	0/241	241
<u>Includes</u>		
: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/62	62
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
FUEL TANK Top Draw; Rectangular, Non Polished Aluminum, 60 U.S. Gal., 227 L; 11" Tank Depth, Mounted Left Side Under Cab	-43/-20	-63
CAB Conventional	0/0	0
<u>Includes</u>		
: ARM REST (2) Molded Plastic; One Each Door		
: CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window		
: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel		
: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted		
: GLASS, ALL WINDOWS Tinted		
: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side		
: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side		
: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
: STEP (4) Two Steps Per Door		
GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
<u>Includes</u>		
: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level		
: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout		
: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	27/12	39
<u>Includes</u>		
: SEAT BELT 3-Point, Lap and Shoulder Belt Type		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SEAT, PASSENGER {Gra-Mag} Non Suspension, High Back With Integral Headrest, Cloth, With Fixed Back, With Under Seat Storage	24/11	35
<u>Includes</u>		
: SEAT BELT 3-Point, Lap and Shoulder Belt Type		
MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms	0/0	0
GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3
AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	40/7	47
<u>Includes</u>		
: HEATER HOSES Premium		
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
: REFRIGERANT Hydrofluorocarbon HFC-134A		
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
HVAC FRESH AIR FILTER	0/0	0
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
CAB INTERIOR TRIM Deluxe	0/0	0
<u>Includes</u>		
: "A" PILLAR COVER Molded Plastic		
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering		
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket		
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors		
: FLOOR COVERING Rubber, Black		
: HEADLINER Soft Padded Cloth		
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section		
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door		
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
CAB REAR SUSPENSION Air Bag Type	0/0	0
ACCESS, CAB Driver & Passenger Sides, Two Aluminum, Self-Cleaning Steps (Bustin) Per Door, For Use With Regular & Extended Cabs	14/6	20
WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	26/0	26
<u>Includes</u>		
: PAINT IDENTITY, FRONT WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/0	0
<u>Includes</u>		
: PAINT IDENTITY, REAR WHEELS White		
<u>Notes</u>		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
(4) TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range H, 16 ply	0/44	44
(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range H, 16 ply	12/0	12

Services Section:

SRV CONTRACT, EXT VEH COVERAGE To 24-Month/ 200,000 Miles (320,000 km), for Use with Allison Transmission, Covers 100% Parts and Labor, Excludes Extending Warranty for Engine, and Transmission	0/0	0
--	-----	---

Total Component Weight:

7462/5091	12553
------------------	--------------

D.O.T. Inspection, Safety Kit, Mud Flaps	0/0	0
Parts CD	0/0	0
Service CD	0/0	0
Install Flamming River Battery Switch	0/0	0
Raw Materials Surcharge	0/0	0
Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(USA DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$99,726.00	
Service Items	\$1,600.00	
Total Factory List Price Including Options:		\$101,326.00
Total Goods Purchased:		\$1,537.00
Document Fee	\$190.00	
Total Preparation And Delivery:		\$190.00
Freight Charge	\$1,775.00	
Total Freight:		\$1,775.00
Total Factory List Price Including Freight:		\$104,828.00
Less Customer Allowance:		(\$28,943.00)
Total Vehicle Price:		\$75,885.00
Total Sale Price:		\$75,885.00
Total Per Vehicle Sales Price:		\$75,885.00
Total Net Sales Excluding Taxes:		\$75,885.00
Michigan Title Fee	\$15.00	
Total License, Title:		\$15.00
Net Sales Price:		\$75,900.00

My signature below indicates that I have reviewed the specifications contained herein and approve them as written. I also agree that I am a duly-authorized representative of the company/ firm/ agency that I represent and that I am able to sign and approve order specifications for the same.

Bodybuilder approval of WB/CA/AF : _____
(company) (signature and date)

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

R11-086

August 1, 2011

RE: ENGINEERING DEPARTMENT – PURCHASE OF SINGLE AXLE DUMP TRUCK

RESOLUTION

WHEREAS, the FY2011-2017 Capital Improvement Program, approved by the City Commission on February 7, 2011 (Resolution #R11-009), and the FY2011-2012 Motor Vehicle Pool Budget provides for the replacement of a single axle dump truck at an estimated cost of \$114,480.00; and

WHEREAS, it has been determined that through the State of Michigan contract through MIDEAL the City can purchase a single axle dump truck that meets City specifications for a cost of \$111,000.00 if purchased prior to September 2011; and

WHEREAS, the City Engineer and City Administrator recommend that the City's bid process be waived and that the City Commission approve the purchase of a single axle dump truck through the MIDEAL program for \$111,000.00; and

WHEREAS, funds for this purchase are available in the 2011-2012 motor vehicle fund.

NOW, THEREFORE, BE IT RESOLVED that Adrian City Commission, by this resolution, hereby approves the purchase of a single axle dump truck through MIDEAL at a cost of \$111,000.00.

BE IT FURTHER RESOLVED that the City's bid process be waived as provided by Chapter Twelve of the Adrian City Charter.

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

R-4

MEMO



DATE: July 28, 2011
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City of Adrian
SUBJECT: MDOT Master Agreement

Regarding the City Dial-A-Ride system, MDOT requires a "Master Agreement" to be executed by the City approximately every 5 years. The purpose of this agreement is to set forth a master list of requirements and procedures whenever a project is approved by the City Commission. Rather than set forth all of these rules for each individual project, the master agreement covers all of the projects that are authorized while this agreement is in force. Since this agreement is required by the State, I support its adoption.

Respectfully submitted,


Dane C. Nelson
City Administrator

DCN:mlb

MASTER AGREEMENT RESOLUTION

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

WHEREAS, the City of Adrian does hereby approve Master Agreement No 2012-0027,

NOW, THEREFORE, be it resolved that the Mayor, and the City Clerk, of the City of Adrian, be authorized and directed to execute said agreement for and on behalf of the City of Adrian;

PROJECT AUTHORIZATION RESOLUTION

WHEREAS, this resolution shall also approve execution of Project Authorizations for any programs designed by the City of Adrian and/or Project Authorizations for any amount determined by the City of Adrian with the Michigan Department of Transportation which are issued under Master Agreement Number 2012-0027,

NOW, THEREFORE, be it resolved that the Mayor, and the City Clerk, of the City of Adrian are authorized to enter into and execute on behalf of the City of Adrian all such project Authorizations with the Michigan Department of Transportation for passenger transportation related services for the Agreement period.

CERTIFICATE

The undersigned duly qualified Board Secretary of the City of Adrian certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Adrian held on _____:

Signature

Printed Name

Title

Date

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF ADRIAN
PUBLIC TRANSPORTATION PROJECTS

This Agreement is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and City of Adrian, hereinafter referred to as the "AGENCY."

Table of Contents

Section 1.	Definitions
Section 2.	Purpose
Section 3.	Estimated Cost of Project
Section 4.	Eligible Project Costs
Section 5.	Budget Adjustments, Revisions, and Amendments
Section 6.	Procurement of Vehicles by AGENCY
Section 7.	Third-Party Contract Procedures
Section 8.	Inspection of Project Equipment and Records
Section 9.	Disposition and Use of Project Equipment
Section 10.	Insurance
Section 11.	Indemnification
Section 12.	Accounting Records and Documentation
Section 13.	Billings and Payments for Capital Programs
Section 14.	Billings, Payments, and Quarterly Reports for Operating Programs
Section 15.	Audit
Section 16.	Access
Section 17.	Termination or Suspension
Section 18.	Nondiscrimination and Disadvantaged Business Enterprise
Section 19.	Unfair Labor Practices
Section 20.	Certification
Section 21.	Prompt Payment
Section 22.	Interest of Members of or Delegates to Congress
Section 23.	Prohibited Interest
Section 24.	Political Activity
Section 25.	Assignment of Antitrust Rights
Section 26.	Additional Requirements for the Section 5311 Nonurbanized Area Formula Operating Program

- Section 27. Additional Requirements for the Specialized Services Program
 - a. Budget Adjustments
 - b. Reimbursements
 - c. Third-Party Contract Procedures
 - d. Accounting Records and Documentation
- Section 28. Additional Requirements for the Section 5310 Elderly and Persons with Disabilities Program
 - a. Disposition and Use of Project Equipment
 - b. Lease of Project Equipment
- Section 29. Conflict
- Section 30. Term of Agreement
- Section 31. Signing

Attachments

- Exhibit A - Insurance Requirements
- Appendix A - Prohibition of Discrimination in State Contracts
- Appendix B - Title VI Assurance
- Appendix C - Assurances That Recipients and Contractors Must Make

1. DEFINITIONS

- COMMISSION - Means the Michigan State Transportation Commission.
- COORDINATING COMMITTEE - Means a group of local human service agencies representing SPECIALIZED SERVICES interests.
- FEDERAL - Means the United States Department of Transportation, Federal Transit Administration (FTA), and/or Federal Highway Administration (FHWA).
- NONURBAN AGENCY - Means an agency that does not receive Section 5307 Urbanized Area Formula Program funding.
- PROJECT - Means a funded activity that is budgeted and managed as a separate entity. If a PROJECT uses FEDERAL funds, the activities and content of the PROJECT will be in accordance with the corresponding FEDERAL grant.
- PROJECT AUTHORIZATION - Means the written document(s) by which a specific PROJECT is to be carried out by the AGENCY under the terms of this Agreement, as defined and initiated by the DEPARTMENT.
- SERVICE - Means general administration, maintenance, and operations

- OPERATIONS performed under this Agreement as listed in a PROJECT AUTHORIZATION under the category of SERVICE OPERATIONS.
- SPECIALIZED SERVICES - Means transportation services primarily designed for persons with disabilities and persons who are sixty-five (65) years of age or older.
- START-UP OPERATIONS - Means general administration, maintenance, and training performed under this Agreement as listed in a PROJECT AUTHORIZATION under the category of START-UP OPERATIONS, prior to the beginning of SERVICE OPERATIONS.
- STATE - Means the State of Michigan.

2. PURPOSE

This Agreement is to make available FEDERAL and/or STATE grant funds to the AGENCY for the costs of eligible PROJECTS that promote or benefit public transportation. This Agreement sets forth the terms and conditions for any and all PROJECT AUTHORIZATIONS issued under this Agreement. Award of this Agreement will not in any manner provide for or imply any agreement on the part of the DEPARTMENT to issue any PROJECT AUTHORIZATION(S) to the AGENCY.

For each PROJECT AUTHORIZATION under this Agreement that contains FEDERAL funds, the AGENCY must follow the FEDERAL guidelines and regulations of the respective FEDERAL agency and program.

3. ESTIMATED COST OF PROJECT

The maximum cost of any PROJECT will be the amount indicated in the PROJECT AUTHORIZATION. DEPARTMENT funds for PROJECT AUTHORIZATIONS are made available through legislative appropriations and are based on projected revenue estimates. The DEPARTMENT may reduce the amount of any PROJECT AUTHORIZATION or terminate any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any PROJECT AUTHORIZATION.

If the FEDERAL funds received are less than the amount shown in any PROJECT AUTHORIZATION, the DEPARTMENT funds will be adjusted to maintain the same ratio shown in the PROJECT AUTHORIZATION. In no case will the DEPARTMENT's share increase in ratio or in dollar amount without a revision to the PROJECT AUTHORIZATION.

In any case in which a PROJECT AUTHORIZATION contains STATE funds that match FEDERAL funds, funding of the PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant. When the DEPARTMENT is the recipient of the FEDERAL grant, PROJECT AUTHORIZATION funding is contingent upon the award of the grant between the DEPARTMENT and the FEDERAL agency that is the prime contractor. When the AGENCY is the recipient of the FEDERAL grant, the PROJECT AUTHORIZATION funding is contingent upon award of the FEDERAL grant between the AGENCY and the FEDERAL agency that is the prime contractor. The DEPARTMENT and the AGENCY must comply with the provisions established by the FEDERAL matching grant as they affect this Agreement and each PROJECT AUTHORIZATION issued under this Agreement, the FEDERAL grant being incorporated herein by reference as if the same were repeated in full herein. When the FEDERAL grant is administered by the AGENCY, special provisions apply as indicated in the PROJECT AUTHORIZATION. The AGENCY must comply with the appropriate fiscal year Contract Clauses Certification referenced in the PROJECT AUTHORIZATION. In addition, the AGENCY agrees that it will comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

4. ELIGIBLE PROJECT COSTS

The AGENCY agrees that the costs reported to the DEPARTMENT for each PROJECT AUTHORIZATION will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

- a. FEDERAL Capital - Determination of eligible PROJECT costs for any public agency receiving FEDERAL capital funds will be in accordance with the criteria set forth in Title 49 Code of Federal Regulations (CFR), Part 18, in effect at the time the PROJECT AUTHORIZATION is signed by both parties, incorporated herein by reference as if the same were repeated in full herein. Determination of eligible PROJECT costs for any private, nonprofit agency receiving FEDERAL capital funds will be in accordance with the criteria set forth in Title 49 CFR, Part 19, in effect at the time the PROJECT AUTHORIZATION is signed by both parties, incorporated herein by reference as if the same were repeated in full herein.

- b. FEDERAL Operating - Determination of eligible PROJECT costs for any agency receiving FEDERAL operating funds will be in accordance with the criteria set forth in the Office of Management and Budget (OMB) Circular A-87, incorporated herein by reference as if the same were repeated in full herein, in effect at the time each PROJECT AUTHORIZATION is signed by both parties, and said criteria will be included in all subdocuments related to this Agreement. Determination of eligible PROJECT costs for any private, nonprofit agency receiving FEDERAL operating funds will be in accordance with the criteria set forth in OMB Circular A-122, incorporated herein by reference as if the same were repeated in full herein, in effect at the time each PROJECT AUTHORIZATION is signed by both parties, and said criteria will be included in all subdocuments related to this Agreement.
- c. STATE Capital - Determination of eligible PROJECT costs for any agency receiving STATE capital funds will be in accordance with the criteria set forth in OMB Circular A-87 and/or Title 49 CFR, Part 18, incorporated herein by reference as if the same were repeated in full herein, in effect at the time each PROJECT AUTHORIZATION is signed by both parties.
- d. STATE Operating - Determination of eligible PROJECT costs for any agency eligible to receive STATE operating funds will be in accordance with the criteria set forth in the "Local Public Transit Revenue and Expense Manual" (R&E Manual), incorporated herein by reference as if the same were repeated in full herein, in effect during the fiscal year(s) in which costs are incurred. The R&E Manual may be viewed at <http://www.michigan.gov/mdotptd> under "Resources," "Audit/Accounting Information." The Circular A-87 can be found at <http://www.whitehouse.gov/omb/rewrite/circulars/a087/a087-all.html>.

If the AGENCY receives STATE and/or FEDERAL operating funds for more than one PROJECT, a narrative cost allocation methodology is required and must be submitted to the DEPARTMENT for approval.

5. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with PROJECT AUTHORIZATIONS will not be considered eligible PROJECT costs unless written approval has been requested by the AGENCY and granted by the DEPARTMENT in accordance with this section.

Budget adjustments to a PROJECT AUTHORIZATION are required to change an existing line item. Such changes may include additions or deletions to the quantities and/or description in a specific line item if it is determined that each change is justified to fulfill the purpose of the PROJECT AUTHORIZATION. Upon receipt of a written request to make changes that require a budget adjustment and, if applicable, receipt of written approval from the Rural Task Force or Metropolitan Planning Organization (MPO), the DEPARTMENT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information.

Revisions to a PROJECT AUTHORIZATION are required if the proposed change would add a new line item, change the PROJECT AUTHORIZATION amount, change the STATE, FEDERAL, or local amounts, or extend the term of the PROJECT AUTHORIZATION. The PROJECT AUTHORIZATION must be revised to make the change before the expenditure will be deemed an eligible PROJECT cost. Requests to make changes that require a revision to the PROJECT AUTHORIZATION will be processed in a timely manner, as circumstances permit. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the Rural Task Force or MPO, the DEPARTMENT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify the DEPARTMENT in writing of any significant event on a timely basis. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

(Please see Section 27 for additional requirements for the Specialized Services Program.)

6. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase PROJECT equipment as shown in each PROJECT AUTHORIZATION through its own local purchase process or through the STATE Extended Purchasing Program.

If the AGENCY purchases vehicles through the STATE Extended Purchasing Program, the AGENCY is exempt from the contract approval process as described in Section 7. When purchasing vehicles from the STATE Extended Purchasing Program, the AGENCY must follow the procedures outlined in the current "Procurement Guidelines" listed at <http://www.michigan.gov/mdotptd> under "Procurement." When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the "Guidelines for Local Vehicle Purchase on State Administered Grants," dated November 9, 2009, or as revised, and is not exempt from the procedures set forth in Section 7. The guidelines are available at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "Local Purchase."

For procurement of demand response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act (PA) 51, Section 10(e) 18, as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, Title 49 CFR, Parts 27, 37, and 38.

7. THIRD-PARTY CONTRACT PROCEDURES

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

DEPARTMENT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by the DEPARTMENT be construed as a warranty of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

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

- a. PROJECT-Related Procurement: If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through the DEPARTMENT for the procurement, the AGENCY will submit to the DEPARTMENT copies of the following procurement documents for review and approval by the DEPARTMENT for solicitations over the amount identified in COMMISSION policy.
 - i. Prior to solicitation:
 - (a) Invitations for bids (IFBs) and requests for proposals (RFPs) when either of these methods of procurement is used.
 - (b) Amendments to the above, to be submitted by the AGENCY prior to distribution.
 - (c) Any specifications, plans, drawings, and quantity figures to be included in the IFBs or RFPs.
 - ii. After solicitation:
 - (a) Unsigned third-party contracts.
 - (b) Copies of selected bids or proposals. (The AGENCY will retain copies of all other bids and proposals received.)

- (c) Lists that include the names of all bidders or proposers, the amount of each bid or the score for each proposal, responsible and responsive determinations, and identification of the selected bids or proposals.
- b. Competitive Procurement: If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through the DEPARTMENT for the procurement, the AGENCY will comply with the following requirements:
 - i. The AGENCY will follow the procedures outlined in the "MDOT Procurement Guidelines," dated February 1, 2011, or as revised for any procurement after February 1, 2011. The procedures can be found at <http://www.michigan.gov/mdotptd> under "Procurement," "Procurement Guidelines." All purchases must comply with federal, state, and local requirements, as applicable.
 - ii. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Three Thousand Dollars (\$3,000.00) or, as an alternative, will document compliance with the provisions of subsections iii or iv below.
 - iii. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to One Hundred Thousand Dollars (\$100,000.00), except for purchases up to Three Thousand Dollars (\$3,000.00), or, as an alternative, will document compliance with the provisions of subsection iv below.
 - iv. The AGENCY will solicit and advertise for competitive bids/proposals for purchases of One Hundred Thousand Dollars (\$100,000.00) or greater, except for contracts for architectural and engineering services. The AGENCY will ensure that there is an adequate number of qualified bidders/proposers. The AGENCY may award a contract to a responsible proposer other than the lowest in price provided that adequate provision for such action is included in the RFP. Justification for such selection will be provided to the DEPARTMENT prior to the award of the contract.
 - v. The AGENCY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for contracts for architectural and engineering services. The AGENCY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541, regardless of the dollar amount of the project.

(Please see Section 27 for additional requirements for the Specialized Services Program.)

8. INSPECTION OF PROJECT EQUIPMENT AND RECORDS

The AGENCY will permit the DEPARTMENT, the Comptroller General of the United States, and the Secretary of the US DOT or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT records. Any approvals, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the PROJECT under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT.

9. DISPOSITION AND USE OF PROJECT EQUIPMENT

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with FEDERAL and DEPARTMENT funds, will be used in accordance with FEDERAL procedures as set forth in Title 49 CFR, Part 18, incorporated herein by reference as if the same were repeated in full herein. If, during the period of its useful life, any facility/PROJECT equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify the DEPARTMENT in writing and will return such facility/PROJECT equipment to the DEPARTMENT in accordance with FEDERAL and/or DEPARTMENT procedures and will convey the title to said equipment to the DEPARTMENT. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an excess real property utilization plan. The plan should identify and explain the reason for the excess property. Unless the FTA and the AGENCY agree otherwise, the excess real property inventory and updated excess property utilization plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/PROJECT equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by the DEPARTMENT, for review and approval by the DEPARTMENT. This vehicle maintenance plan, at a minimum, will include all of the components listed in the DEPARTMENT's "Preventive Maintenance Manual," dated May 1, 2000, or as revised. If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by the DEPARTMENT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of the DEPARTMENT will have the right to conduct periodic inspection for the purpose of

confirming proper maintenance pursuant to this section. Such inspection by the DEPARTMENT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by the DEPARTMENT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of the DEPARTMENT. The DEPARTMENT may withhold operating funds from the AGENCY for failure to maintain PROJECT equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by the DEPARTMENT.

Facility/PROJECT equipment purchased under this Agreement may, at the discretion of the DEPARTMENT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the PROJECT equipment has exceeded its useful life, the AGENCY, with prior notification to the DEPARTMENT, will dispose of said equipment in accordance with DEPARTMENT and/or FEDERAL procedures. All proceeds from the disposal of PROJECT equipment will remain with the AGENCY and be used to support the provision of public transportation services.

It is further expressly agreed that it is the intent of the NONURBAN AGENCIES entering into this Agreement to create and give to the DEPARTMENT a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement. It is expressly agreed that the DEPARTMENT will have and retain a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

(Please see Section 28 for additional requirements for the Section 5310 Elderly and Persons with Disabilities Program.)

10. INSURANCE

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self insurance as set forth in Exhibit A, dated November 1, 2005, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to the DEPARTMENT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

11. INDEMNIFICATION

The AGENCY agrees to indemnify and save harmless the STATE, the COMMISSION, the DEPARTMENT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

The DEPARTMENT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the STATE, the COMMISSION, the DEPARTMENT, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the STATE, the COMMISSION, the DEPARTMENT, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

12. ACCOUNTING RECORDS AND DOCUMENTATION

With regard to audits and record-keeping, the AGENCY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any PROJECT AUTHORIZATION, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred for each PROJECT AUTHORIZATION under this Agreement.

- b. Comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 United States Code (USC) 7501-7507).
- c. Comply with the requirements of the federal OMB Circular A-133, as revised or amended.
 - i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year will submit two (2) copies to the address in part ii below:
 - The Reporting Package
 - The Data Collection Form
 - The audit firm management letter to the agency

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

- ii. Agencies expending more than One Dollar (\$1.00) but less than Five Hundred Thousand Dollars (\$500,000.00) in FEDERAL funds must submit a letter to the DEPARTMENT advising that an OMB Circular A-133 audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

Address: Michigan Department of Transportation
Passenger Transportation
Mail Code B425
P.O. Box 30050
Lansing, MI 48909

- iii. Agencies must also comply with applicable STATE laws and regulations relative to audit requirements.
- iv. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.
- v. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

- d. Maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Agreement and any PROJECT AUTHORIZATION. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any PROJECT AUTHORIZATION, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- e. Allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- f. Assure compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work.

(Please see Section 27 for additional requirements for the Specialized Services Program.)

13. BILLINGS AND PAYMENTS FOR CAPITAL PROGRAMS

The AGENCY may make requests for payment of allowable PROJECT costs for capital programs. In order for the AGENCY to receive payments from the DEPARTMENT, the following conditions must be met:

- a. The AGENCY must provide a cover letter requesting reimbursement for any eligible PROJECT costs. The cover letter will include the agreement and PROJECT AUTHORIZATION numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include in the cover letter the identification number(s) of the vehicle(s) to be replaced.
 - i. The AGENCY will submit a budget summary showing PROJECT costs to date and current billings against individual budget items as shown in the PROJECT AUTHORIZATION.
 - ii. NONURBAN AGENCIES will submit required supporting documentation for each billing as set forth in the Procurement Guidelines for Grantees found at <http://www.michigan.gov/mdotptd>.
 - iii. Prior to requesting reimbursement for a revenue vehicle, the AGENCY will enter the required vehicle information into its vehicle inventory in the Public Transportation Management System, hereinafter referred to as "PTMS."
 - iv. When requesting reimbursements for vehicles purchased under the local purchase process, the AGENCY must follow the procedures outlined in

the "Guidelines for Local Vehicle Purchase on State Administered Grants," dated November 9, 2009, or as revised. The guidelines are available at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "Local Purchase."

- v. When requesting reimbursements for vehicles purchased under the STATE's MiDEAL Purchasing Program (Extended Purchase), the AGENCY must follow the procedures outlined in the "Guidelines for MiDEAL Purchasing Programs (Vehicles)," dated March 4, 2010, or as revised. The guidelines can be found at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "MiDEAL (Extended) Purchasing Program."
 - vi. The DEPARTMENT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
 - vii. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.
- b. Within sixty (60) days after PROJECT completion or termination, the AGENCY will submit to the DEPARTMENT a billing designated as Final Billing to be charged against the PROJECT AUTHORIZATION. Upon written request by the AGENCY to the DEPARTMENT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submission of all billings that support the final billing, the DEPARTMENT may, in writing, extend the sixty (60) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination or before or upon the extended date certain established by the DEPARTMENT, the DEPARTMENT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under the Agreement.

Funds administered by the DEPARTMENT as specified in PROJECT AUTHORIZATION(S) will be payable by the DEPARTMENT to the AGENCY.

14. BILLINGS, PAYMENTS, AND QUARTERLY REPORTS FOR OPERATING PROGRAMS

The AGENCY may make requests for payment of eligible PROJECT costs for operating programs. In order for the AGENCY to receive payments from the DEPARTMENT, the following conditions must be met:

- a. The AGENCY must prepare and furnish to the DEPARTMENT quarterly operating assistance reports; a copy of the report form and access to PTMS can be found at www.michigan.gov/mdotptms. Said reports are due within forty (40)

days after the end of each fiscal year quarter. The DEPARTMENT may withhold operating funds from the AGENCY for failure to provide a quarterly operating assistance report until such time as the AGENCY provides the report.

- b. One-fourth (1/4) of the funds to be provided by the STATE and/or STATE administered FEDERAL funds may be advanced to the AGENCY when the following conditions are met:
 - i. DEPARTMENT award of this Agreement.
 - ii. Award of FEDERAL revenue grant, if applicable.
 - iii. DEPARTMENT award of PROJECT AUTHORIZATION.
 - iv. DEPARTMENT approval and receipt of executed third-party contracts, if applicable.
 - v. DEPARTMENT receipt of reports due from the previous fiscal year.
- c. Up to one-fourth (1/4) of the funds provided by the STATE and/or STATE administered FEDERAL funds set forth in the PROJECT AUTHORIZATION will be payable at the end of each quarter contingent upon the receipt of any outstanding reports from the previous quarter as required by this Agreement.

The DEPARTMENT may appropriately reduce a subsequent payment if a quarterly report submitted by the AGENCY as required under this Agreement indicates that the level of service is lower than budgeted. Upon receipt of the fourth quarterly report, reconciliation will be made of any remaining funds.

(Please see Section 26 for additional requirements for the Section 5311 Nonurbanized Area Formula Operating Program.)

15. AUDIT

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

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item

of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

16. ACCESS

The AGENCY agrees to provide to the DEPARTMENT copies of all reports and data specified in each PROJECT AUTHORIZATION. The AGENCY further agrees to provide the DEPARTMENT access to all technical data, reports, other documents, and work in process pertaining to any PROJECT. Copies of technical data, reports, and other documents will be provided by the AGENCY upon the request from the DEPARTMENT and/or the FEDERAL agency.

17. TERMINATION OR SUSPENSION

For any reason, the DEPARTMENT or the AGENCY may, by thirty (30) day written notice or as otherwise specified in the PROJECT AUTHORIZATION, suspend any or all

of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, the DEPARTMENT may, by thirty (30) days written notice to the AGENCY, or as otherwise specified in the PROJECT AUTHORIZATION, terminate any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION.

Upon receipt of any notice of termination or suspension of a PROJECT under this section and in accordance with DEPARTMENT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to the DEPARTMENT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts, and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by the DEPARTMENT or under the terms and conditions imposed by the DEPARTMENT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of DEPARTMENT financial participation in the PROJECT will not constitute a waiver of any claim the DEPARTMENT may otherwise have arising out of this Agreement.
- c. For all PROJECTS containing FEDERAL funds, the AGENCY must also comply with FEDERAL procedures as set forth in Title 49 CFR, Part 18.

18. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The AGENCY further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Agreement is made.
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the

“contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (Title 49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- c. The AGENCY will carry out the applicable requirements of the DEPARTMENT’s Disadvantaged Business Enterprise (DBE) program and Title 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, with regard to its contracting opportunities. The AGENCY’s contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles or land acquisition, respectively.

When an AGENCY reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by the DEPARTMENT, the DEPARTMENT will notify the AGENCY if it is required to submit its quarterly DBE Accomplishments to the DEPARTMENT for these FEDERAL funds. Transit vehicles and land acquisitions are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with Title 49 CFR, Part 26, will result in the withholding of FEDERAL funds administered by the DEPARTMENT.

- d. Agencies that direct reports to the FTA for the purposes of the DBE Program are required to provide copies of their FTA DBE participation reports on a semi-annual basis to the DEPARTMENT.

19. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, MSA 17.458(22) *et seq.*, the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement. The website for the register is <http://epls.arnet.gov/>.

20. CERTIFICATION

For any PROJECT AUTHORIZATION in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the AGENCY certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.
- b. If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with this grant, the AGENCY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

21. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from the DEPARTMENT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of Title 49 CFR, Part 26.29, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both DBE and non-DBE subcontractors.

22. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

23. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

24. POLITICAL ACTIVITY

None of the funds, the facilities, or the PROJECT equipment provided in any PROJECT AUTHORIZATION under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to the DEPARTMENT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the STATE or the DEPARTMENT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the STATE or the DEPARTMENT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the STATE or the DEPARTMENT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to the DEPARTMENT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the STATE or the DEPARTMENT as a third-party beneficiary.

The AGENCY shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to the DEPARTMENT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to the DEPARTMENT under this Agreement.

26. ADDITIONAL REQUIREMENTS FOR THE SECTION 5311 NONURBANIZED AREA FORMULA OPERATING PROGRAM

Billings, payments, and quarterly reports for the Section 5311 Nonurbanized Area Formula Operating Program agreements will be processed in accordance with the following:

- a. At least one-twelfth (1/12) of the PROJECT AUTHORIZATION amount will be withheld until the annual operating assistance report has been approved by the DEPARTMENT via PTMS. Upon approval of the annual operating assistance report, reconciliation will be made of any remaining funds.
- b. Upon completion of the final determination for each of the agencies participating in this Section 5311 Nonurbanized Area Formula Operating Program, the DEPARTMENT will perform a final accounting of this Agreement. If it is found that the percent of the cumulative actual eligible costs exceeds the amount of FEDERAL funds available for that purpose for that fiscal year and sufficient FEDERAL operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total FEDERAL funds available for that period and purpose by the total of the actual eligible costs of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to the DEPARTMENT. If, within sixty (60) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, the DEPARTMENT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of FEDERAL and DEPARTMENT funding.

27. ADDITIONAL REQUIREMENTS FOR THE SPECIALIZED SERVICES PROGRAM

a. BUDGET ADJUSTMENTS

In addition to the requirements in Section 5, the recipients listed in the PROJECT AUTHORIZATION must request in writing, with the AGENCY and the COORDINATING COMMITTEE jointly agreeing on the request, to adjust funds from one recipient to another.

b. REIMBURSEMENTS

Actual reimbursement will be based on a rate per mile or one-way passenger trip of SPECIALIZED SERVICES up to the maximum amount provided in the PROJECT AUTHORIZATION.

c. **THIRD-PARTY CONTRACT PROCEDURES**

The AGENCY is exempt from the competitive bidding requirements outlined in Section 7 if the recipients listed in the PROJECT AUTHORIZATION are identified in the AGENCY's application to the DEPARTMENT and are nonprofit corporations organized under the nonprofit corporation act, Act 162 of the Public Acts of 1982, and eligible authorities and eligible governmental agencies as defined in Act 51 of the Public Acts of 1951, as amended. Services provided by for-profit organizations are subject to competitive bidding requirements.

d. **ACCOUNTING RECORDS AND DOCUMENTATION**

In addition to the requirements in Section 12:

- i. The AGENCY will assure that records are established and maintained to support the miles traveled and the passengers carried as reported.
- ii. Agencies and subrecipients will use the "Specialized Services Manual," effective October 1, 2007, or as revised. This document may be found at www.michigan.gov/mdotptd under "Resources," "Audit/Accounting Information."

28. ADDITIONAL REQUIREMENTS FOR THE SECTION 5310 ELDERLY AND PERSONS WITH DISABILITIES PROGRAM

a. **DISPOSITION AND USE OF PROJECT EQUIPMENT**

In addition to the requirements in Section 9:

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with FTA procedures as set forth in Title 49 CFR, Part 19, incorporated herein by reference as if the same were repeated in full herein.

b. **LEASE OF PROJECT EQUIPMENT**

The AGENCY may lease the PROJECT equipment to any other agency with the prior written approval of the DEPARTMENT and the FTA. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 10 above. Any such lease will contain all applicable provisions of this Agreement.

29. CONFLICT

In case of any discrepancies between the body of this Agreement and any attachments hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any PROJECT AUTHORIZATION hereof, the body of this Agreement will govern.

30. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2011, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include PROJECT AUTHORIZATIONS for program years 2012 through 2016.

When the funding of a PROJECT AUTHORIZATION under this Agreement is contingent upon the award of the matching FEDERAL grant for DEPARTMENT and FTA funds, the DEPARTMENT will allow costs to be incurred for PROJECTS in advance of FEDERAL and DEPARTMENT approval to be apportioned in fiscal years 2012-2016, including carryover amounts, subject to allowance by the FEDERAL agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the PROJECT that are not approved by the FEDERAL agency or the DEPARTMENT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a PROJECT AUTHORIZATION contains only STATE funds or only STATE and local funds, the DEPARTMENT will allow costs to be incurred by the AGENCY for the PROJECT prior to award of the PROJECT AUTHORIZATION. If costs are incurred for a PROJECT that are not approved by the DEPARTMENT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the PROJECT AUTHORIZATION does not get awarded, the DEPARTMENT will not be responsible for expenses that have been incurred.

The DEPARTMENT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the PROJECT AUTHORIZATION.

PROJECT AUTHORIZATIONS may be issued under this Agreement beginning October 1, 2011. The term for a PROJECT AUTHORIZATION will be indicated on that PROJECT AUTHORIZATION.

31. SIGNING

This Agreement will become binding on the parties upon signing by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to the DEPARTMENT.

Prior to award of any PROJECT AUTHORIZATION, a certified copy of a resolution must be provided to the DEPARTMENT approving the PROJECT AUTHORIZATION and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each PROJECT AUTHORIZATION, the AGENCY may elect to provide authority to sign the PROJECT AUTHORIZATION as a part of the Agreement resolution.

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

CITY OF ADRIAN

By: _____
Title:

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

November 1, 2005

EXHIBIT A
INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and none contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply with the following insurance requirements as applicable:

1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
 - i. Personal Injury Protection (PIP) as required by MCL 500.3101(1).
 - ii. Property Protection Insurance (PPI) as required by MCL 500.3101(1).
 - iii. Residual Liability Insurance as required by MCL 500.3101(1).
 - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.
- d. Before starting work, the AGENCY will give the STATE a certificate of insurance certifying that at least the minimum coverage required herein are in effect and specifying that the coverage will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to the STATE. Renewals will be procured at least thirty (30) days prior to expiration of said policies.

2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds

a. Insurance - During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value thereof with a deductible not to exceed Ten Thousand Dollars (\$10,000). The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) general aggregate.
- iii. Before starting work, the AGENCY will give the STATE a certificate of insurance certifying that at least the minimum coverage required herein is in effect and specifying that the coverage will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to the STATE. Renewals will be procured at least thirty (30) days prior to expiration of said policies.

b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

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

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

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

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

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

R11-087

August 1, 2011

MASTER AGREEMENT RESOLUTION

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

WHEREAS, the City of Adrian does hereby approve Master Agreement No 2012-0027,

NOW, THEREFORE, be it resolved that the Mayor, and the City Clerk, of the City of Adrian, be authorized and directed to execute said agreement for and on behalf of the City of Adrian;

BE IT FURTHER RESOLVED, this resolution shall also approve execution of Project Authorizations for any programs designed by the City of Adrian and/or Project Authorizations for any amount determined by the City of Adrian with the Michigan Department of Transportation which are issued under Master Agreement Number 2012-0027,

BE IT FURTHER RESOLVED, that the Mayor, and the City Clerk, of the City of Adrian are authorized to enter into and execute on behalf of the City of Adrian all such project Authorizations with the Michigan Department of Transportation for passenger transportation related services for the Agreement period.

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

R-5

Memo

To: Dane C. Nelson, City Administrator
From: Mark K. Gasche, Parks and Recreation Director
Date: 7/28/2011
Re: Renewal of Lease Agreement with Department on Aging for use of Piotter Center

Attached is an agreement between the City of Adrian and the Lenawee County Department on Aging for use of Piotter Center. This is a three-year renewal of the existing agreement for use of Piotter Center. It addresses changes in room usage from the Daybreak Adult Services program moving into rooms 7, 8, and 9 that were formerly occupied by the Boys & Girls Club. I recommend that the agreement be approved effective July 1, 2011 through June 30, 2014. The agreement has been reviewed and approved by Sarah Osburn, our City Attorney, and Tom MacNaughton, the Director of the Department on Aging.

Mark Gasche
Parks and Recreation Director

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF ADRIAN PARKS AND RECREATION DEPARTMENT
AND
THE LENAWEЕ COUNTY DEPARTMENT ON AGING**

THIS AGREEMENT is made on the _____ day of _____, 2011 between The City of Adrian (The City), through its Parks and Recreation Department and the Lenawee County Department on Aging (The Department) having in common the goal of providing quality services to meet the needs of Older Adults living in the City of Adrian and Lenawee County.

RECITALS

1. The City is the owner of a structure known as the Piotter Center located in the City of Adrian.
2. The Department on Aging is a department of Lenawee County government and desires to use the Piotter Center facility for various activities.
3. That both parties agree to the use of said facilities by The Department, subject to the terms and conditions of this agreement, which are agreeable to both parties.

Now, therefore, in consideration of the Recitals set forth herein, the parties agree as follows:

USE OF FACILITIES

The Department will have the use of the designated areas within the Piotter Center on Monday through Friday from 7:30 AM – 4:30 PM, and occasional evening or weekend use where possible. The City will have priority use of the facilities during any of these hours. Notification of such usage, when feasible and practical, will be given two (2) weeks in advance through the Senior Center Director, so that alternative arrangements may be made.

The Department will have use of the following rooms/areas for their Senior Center activities and other programs: cafeteria, kitchen, kitchen storage area and walk-in cooler/freezer, Center Director's office, rooms 2 and 3, the library, the chit chat room, the gymnasium, and the stage. They will also have use of the outdoor shuffleboard courts.

The Department will have use of rooms 7, 8, and 9 for their Daybreak Adult Services program.

The Department will also have use of common areas such as hallways and restrooms. In addition they may use other rooms when available upon approval by The City. Requests for such use should be made through The City's Parks and Recreation Department. The City of Adrian will have use of all other rooms and areas at all other times.

The Department will have exclusive use of the Center Director's office, the kitchen, kitchen storeroom, and the Daybreak rooms at all times.

Both parties agree that the use of the kitchen for City sponsored activities or group rentals will have a Department staff member present. The cost of supervision will be determined by The Department and will be paid directly by the rental group to the assigned staff member.

BUILDING SECURITY

Security of the building, i.e. locking doors and monitoring building use, is the responsibility of both parties of this agreement during times that each party is using the building.

HEALTH AND SAFETY CODES/STANDARDS

The Department operates a daily Nutrition Program as well as other program activities and services, which are not City run programs. The Department agrees to adhere to all Health and Safety Codes and Standards applicable to the operation of all Department programs. Both parties understand that the Department must, under the standards of its Federal and State Grants, have Health Department inspections on a regular basis and have a facility fire inspection annually. The City agrees to cooperate with any required Health Department and fire safety inspections.

Should there be physical plant or equipment violations noted the Department will seek corrective action, which shall be paid for by the Department. The Department will notify the Parks and Recreation Department of all health and safety inspection reports. The City agrees to cooperate with The Department in resolving any health or safety violations. Correction of procedural violations will be the responsibility of the Department.

JANITORIAL SERVICE

The Department is responsible for daily cleaning of the kitchen and kitchen storeroom, and the Daybreak rooms. The Department will provide cleaning supplies and trash bags for these areas, which shall be deposited in City trash containers. The Department will also provide spot cleaning as necessary in all areas during their activity operations for things such as spills and accidents.

The City will provide daily custodial services for the facility which will include restrooms, hallways, the cafeteria, the Center Director's office, and activity rooms. The City will provide cleaning supplies and equipment necessary for cleaning these areas.

The City will provide heavier cleaning services including, dust window sills and baseboards, wash interior windows, dust/wash florescent and incandescent light covers, clean ceiling fans, and buff tile floors (including the Daybreak rooms) on a weekly, monthly, quarterly, or annual schedule as needed in all areas except the kitchen and kitchen storage area.

Department staff and volunteers will set up activity rooms for senior activities.

SNOW REMOVAL

It shall be the responsibility of The City to provide snow removal from parking areas and sidewalks along the city streets; this should be completed by 8:00 AM.

Snow removal from building entrances and walkways adjacent to parking lots and entrances will be the responsibility of The Department.

EQUIPMENT

Repairs and replacement of equipment owned by The Department shall be the responsibility of the Department. Repairs and replacement of City owned equipment shall be the responsibility of the City.

It is understood that upon termination of this agreement, the Department will remove all unattached equipment it owns unless the two (2) parties make other arrangements.

FINANCIAL ARRANGEMENTS/TELEPHONE/INTERNET

The Department will pay The City \$600.00 per month for the use of designated areas within the building for Senior Center activities, programs, and services.

The Department will pay The City \$2,200.00 per month for the use of designated areas within the building for Daybreak Adult Services programs.

The Department on Aging shall pay for its own telephone and internet service and for monthly extermination services for the kitchen, storeroom and dining hall. Such payments shall be made directly to those vendors/providers.

The City will use \$1,000.00 per month from the Swigert Estate fund to support operations of the building.

The City and The Department will meet annually in January to review the rates for the next fiscal year.

INSURANCES

Insurance coverage for the building and grounds is the responsibility of The City.

The Department shall carry Liability Insurance naming The City as additional insured and shall provide a certificate of insurance stating such to The City annually. Insurance coverage for Volunteer Drivers and Bulk Food Drivers is the responsibility of The Department. The Department is responsible for all claims arising from their programs, activities, and services.

TERMINATION

This agreement shall continue for the following period, beginning July 1, 2011 and ending June 30, 2014; the rental terms will be reviewed annually in January. This agreement may be terminated with ninety (90) days written notice by either party with or without cause. This agreement is subject to review and modification at any time with written agreement by both parties.

In witness whereof, the parties have set their hands the day and year first above written.

**LENAWEE COUNTY
DEPARTMENT ON AGING
1040 S. WINTER STREET
ADRIAN, MICHIGAN 49221**

**CITY OF ADRIAN
135 E. MAUMEE STREET
ADRIAN, MICHIGAN 49221**

Tom MacNaughton Date
Director

Gary E. McDowell Date
Mayor

Pat M. Baker Date
City Clerk

Mark K. Gasche Date
Parks and Recreation Director

R11-088

August 1, 2011

RE: Parks & Recreation Department– Renewal of Lease Agreement for Piotter Center

RESOLUTION

WHEREAS, the City of Adrian and County of Lenawee have an existing lease agreement for the use of the Piotter Center; and

WHEREAS, the City of Adrian and County of Lenawee wish to enter into a 3 year renewal of this agreement; and

WHEREAS, the new agreement, which is attached, addresses changes in room usage from the Daybreak Adult Services program moving into rooms formerly occupied by the Boys & Girls Club; and

WHEREAS, the Parks & Recreation Director recommends that the agreement be approved effective July 1, 2011 through June 30, 2014; and

WHEREAS, the agreement has been reviewed and approved by City Attorney Sarah Osburn and Tom MacNaughton, the Director of the Department on Aging.

NOW, THEREFORE, BE IT RESOLVED that Adrian City Commission, by this resolution, hereby approves the 3 year renewal of the lease agreement between the City of Adrian and the County of Lenawee for the use of the Piotter Center.

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



MISCELLANEOUS

ADRIAN CITY PLANNING COMMISSION
JULY 12, 2011
REGULAR MEETING
MINUTES

The regular meeting of the Adrian City Planning Commission was called to order by Chair Jacobitz at 7:05 p.m. in the City Chambers at 159 East Maumee Street.

Present:	Mike Jacobitz	Chair
	Marilyn Schebil	Vice Chair
	Mike Clegg	City Commissioner
	Chad Johnson	
	Brian Watson	

Also Present:	Dave Pate	Building Official
---------------	-----------	-------------------

Absent:	James Caldwell
	Mel Dye
	Chuck Jacobson

APPROVAL OF MINUTES OF THE
JUNE 4, 2011, REGULAR MEETING

There were no corrections or additions to the minutes. Commissioner Clegg moved that the Minutes of the June 4, 2011, regular meeting be approved as presented. Commissioner Johnson supported. Motion carried unanimously.

CASE NO. 11-014
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
TO REZONING 1505 INVERNESS DRIVE
FROM R-3 SINGLE FAMILY RESIDENTIAL
TO ERO EDUCATION, RESEARCH AND OFFICE

Chair Jacobitz explained to the audience the procedures that are required for rezoning and the criteria the Commission must consider. Mrs. Lavina Pratt, owner of the property was present for this meeting. Mrs. Pratt requests the rezoning of her property from R-3 Single Family Residential to ERO Education Research and Office. This is a single-family residence. The property is located on the southwest corner of Inverness Drive and Renfrew Avenue. The lot size is irregular with an average of 90' x 127' equaling 11,430 square feet. The applicant wishes to sell the property to Adrian College to use as student housing and to reduce her financial burden of owning two properties. This property is surrounded by Adrian College, there are tennis courts on the south and west sides, the house is on a corner of two dead-end streets both abutting college property. The college approached Mrs. Pratt about buying the property when they were

constructing the tennis courts. There were no written communications or telephone calls received concerning this request. The public hearing was opened. There were no comments from the audience. The public hearing was closed. The Commission was in receipt of a staff analysis against the request. The Commission then discussed the request and a summary of that discussion follows:

1. No verbal or written comments were received from anyone in support or against this request.
2. The property landlocked, an isolated piece of property adjacent to the ERO District on both the west and south sides and at the corner of two dead-end streets on the north and east sides.
3. The one thing in favor is it an isolated piece of property and it is adjacent to ERO.
4. This rezoning would not be in keeping with the Comprehensive Plan.
5. If rezoned to ERO, the college can use it for anything allowed in the ERO District.
6. Would be more of a concern if more property were involved with this.
7. There is a question about the potential use of the property and what impact it would have.
8. This is a boundary issue – a squaring up of the boundary lines for the college.
9. The size of the lot limits the potential use, can't see the college removing tennis courts.
10. The Commission does not feel this will create a problem.
11. If this were approved and six months from now other people are asking for rezoning, the Commission would be greatly concerned, unless the college comes to tell us what they intend to do, what their future plans are.

Commissioner Watson moved that the Planning Commission recommend to the City Commission the approval of rezoning 1505 Inverness Drive from R-3 Single Family Residential to ERO Education, Research and Office. Commissioner Schebil supported. The Commission then reviewed the criteria mentioned in Section 28.06 (1) of the Zoning/Development Regulations as follows:

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

The expansion of Adrian College over last several years.

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

This property is somewhat unique. It is surrounded by ERO on two sides and dead-end streets on the other two sides. The Commission makes a finding that there are no perceived precedents from the approval of 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?

There are no known impacts on City services or facilities

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

The Commission could see no impact on surrounding property values. Will not create spot zoning as it is adjacent to ERO on the south and west sides.

- 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?

Although it has economic value as a house, it doesn't seem to be a significant reason to deny the request.

There was no further discussion from the Commission. A roll call vote was made.

In Favor of Motion: Johnson, Watson, Schebil, Clegg, Jacobitz

Against Motion: none

Motion carried unanimously.

CASE NO. 11-016
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
TO AN ADAPTIVE REUSE FOR 600 NORTH BROAD STREET

The applicant has withdrawn this request.

SET PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
TO REZONING 350 WEST MAPLE AVENUE
FROM OS-1 OFFICE SERVICE TO RM-1 MULTIPLE FAMILY RESIDENTIAL

Commissioner Watson moved that the Planning Commission hold a public hearing at their August meeting to hear and consider comments to rezoning 350 West Maple Avenue from OS-1 Office Service to RM-1 Multiple Family Residential. Commissioner Clegg supported. Motion carried unanimously.

SET PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
TO A ZONING EXCEPTION APPLICATION FOR
440 EAST CHURCH STREET

Commissioner Clegg moved that the Planning Commission hold a public hearing at their August meeting to hear and consider comments to a Zoning Exception Application for 440 East Church Street. Commissioner Johnson supported. Motion carried unanimously.

There being no further business the meeting adjourned at 7:36 p.m.

Respectfully submitted,

Denise Cook, Secretary