CITY COMMISSION MEETING
March 16, 2015

PRE-MEETING AGENDA

ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MONDAY,
MARCH 16, 2015

The City Commission will meet for a pre-meeting study session on Monday, March 16, 2015 at 6:00 p.m. at the City Chambers at 159 East Maumee Street, Adrian, Michigan.

1. Discussion regarding trash services for the City.

2. Discussion regarding the YMCA/Bohn Pool.

3. Discussion regarding the City Budget.

4. Other items as time permits.

COMMISSION AGENDA

AGENDA
ADRIAN CITY COMMISSION
MARCH 16, 2015
7:00PM

I. PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

II. ROLL CALL

III. APPROVAL OF THE MINUTES OF THE MARCH 2, 2015 REGULAR MEETING OF THE ADRIAN CITY COMMISSION.

IV. PROCLAMATION

V. PRESENTATION OF ACCOUNTS

VI. REGULAR AGENDA

A. ORDINANCES

a. **Ord. 15-002.** First reading and introduction of an ordinance to amend City of Adrian Zoning/Development regulations and the Zoning Map by deleting 964 Caton Ave from the B-2 Community Business District and including the same in the R-4 Single Family Residential District.

B. RESOLUTIONS

1. **R15-029. City Commission.** Resolution to approve the reappointment of Don Taylor to the Planning Commission for a 3-year term.

2. **R15-030. Utilities.** Resolution to authorize Contract 1B-Cure-In-Place Lining for the Brick Arch Sewer Improvement Project.

3. **R15-031. Administration.** Resolution to authorize the Mayor to enter into a farm lease agreement with James Marvin.

4. **R15-032. Administration.** Resolution to authorize the Mayor to enter into a farm lease agreement with James Marvin.

5. **R15-033. Administration.** Resolution to authorize the Mayor to enter into a farm lease agreement with Shane Bierman.

6. **R15-034. Administration.** Resolution to authorize the Mayor to enter into a farm lease agreement with Fred Feight.

7. **R15-035. Transportation.** Resolution authorizing the Mayor to sign a contract with the Lenawee Transportation Corporation for the joint employment of a Transportation Coordinator.

8. **R15-036. Transportation.** Resolution of intent to apply for State formula operating assistance for the fiscal year 2016 and to appoint Marcia Bohannon as the Transportation Coordinator.

VII. PUBLIC COMMENT

VIII. MISCELLANEOUS

a. Adrian Fire Department Report.

b. Departmental Report.

c. Planning Commission Meeting Minutes

d. D.A.R.T. Passenger Ridership Report.

IX. COMMISSIONER COMMENTS

M I N U T E S

MINUTES
ADRIAN CITY COMMISSION
MARCH 2, 2015
7:00 P.M.

Official proceedings of the March 2, 2015 regular meeting of the City Commission, Adrian, Michigan.

The regular meeting was opened with a prayer led by Don Kleinsmith and the Pledge of Allegiance to the Flag.

PRESENT: Mayor Berryman and Commissioners Dudas, Munson, Rising, Berryman Adams, Gallatin and Faulhaber.

Mayor Berryman in the Chair.

Commissioner Rising motioned to approve the minutes from the regular meeting on February 16, 2015, this was seconded by Commissioner Berryman Adams, and the minutes were adopted by a 7-0 vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #4085 through #4090	$107,569.71
General Fund Vouchers #22262 through #22277	$118,732.87
Clearing Account Vouchers amounting to	$690,289.12
TOTAL EXPENDITURES	$916,591.70

On motion by Commissioner Faulhaber, seconded by Commissioner Berryman Adams, this resolution was adopted by a 7-0 vote.

COMMUNICATIONS

C-1. Finance. Revenue and Expenditure Report for January.

Administrator Horn introduced David Rohr, our new Planning and Zoning Administrator to the Commission. He was welcomed by everyone.

REGULAR AGENDA

ORDINANCES

Ord. 15-001. Zoning. Introduction and first reading of an ordinance to amend the City of Adrian Zoning/Development regulations and the Zoning Map by deleting 105 Renfrew Avenue from the R-3 Single Family Residential District and including the same in the ERO Education, Research, and Office District.

Mayor Berryman reminded the Commission that the Planning Commission had unanimously voted to deny this rezoning request. There was no motion made to approve this ordinance. The ordinance died for lack of a motion.

RESOLUTIONS

R15-024

RE: Approve Brownfield #8 Plan as amended by Adrian Brownfield Redevelopment Authority Board

WHEREAS, the Adrian Brownfield Redevelopment Authority Board and the City of Adrian Commission have approved Brownfield #8 Plan for the Adrian Mall former Sears Auto Center demolition; and

WHEREAS the Tabani Group, owners of the Adrian Mall have created a Limited Liability Company – T Adrian Mall MI LLC - that is the owner of record for the subject property; and

WHEREAS, the Plan has been amended to reflect the new ownership entity; and

WHEREAS, the City of Adrian at the request of T Adrian Mall MI LLC did complete a property split dividing subject property from the balance of the Adrian Mall; and

WHEREAS, the property split required a new street address; and

WHEREAS, the City of Adrian created a new address for subject property – namely 125 E US223; and

WHEREAS, Brownfield #8 Plan has been amended to reflect the new address; and

WHEREAS, the Development Reimbursement Agreement identified as "forthcoming" in Brownfield #8 Plan has now been completed and executed by the parties; and

WHEREAS, the Adrian Brownfield Redevelopment Authority Board did, at its February 18, 2015 meeting, approve the amended Plan and the Development Reimbursement Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby approves Brownfield #8 Plan as amended, including the completed Development Reimbursement Agreement.

On motion by Commissioner Rising, seconded by Commissioner Berryman Adams, this resolution is adopted by a 7-0 vote.

R15-025

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

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

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

WHEREAS, Mr. Robert Near, 1247 University Ave, has expressed a willingness to serve for another 1-year term if reappointed; and

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

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the reappointment of Robert Near to the Board of Review for a 1-year term to expire in 2015.

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

R15-026

RE: FIRE DEPARTMENT – Authorization to submit U.S. Department of Homeland Security 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

WHEREAS, the City of Adrian faces decreasing revenue from local and state sources with no source of replacement and increased costs for employee healthcare and pensions; and

WHEREAS, the Adrian City Commission accepted a Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the U. S. Department of Homeland Security in 2012 to rehire three fulltime firefighters lost due to budget cuts; and

WHEREAS, there is no known source of revenue to maintain those positions and keep the department at a level determined to be safe for response to fires and emergencies; and

WHEREAS, the U. S. Department of Homeland Security opened its 2014 SAFER Grant application period on February 9, 2015 and will close said application period on March 6, 2015; and

WHEREAS, the City Administrator, Finance Director, Human Resource Director and the Fire Chief with the assistance of a grant writer are willing to gather the data and complete the information necessary to apply for the 2014 SAFER Grant; and

NOW, THEREFORE, BE IT RESOLVED that the City commission hereby authorizes the Chief of the Adrian Fire Department in conjunction with city administration, staff and grant writer to apply for a 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

On motion by Commissioner Berryman Adams, seconded by Commissioner Munson, this resolution was adopted by a 7-0 vote.

B15-027

RE: TRANSPORTATION – Authorize Mayor and City Clerk to Sign a Contract with Nola's Transportation, Inc for Dial-A-Ride Services

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

RESOLVED, a new one (1) year contract with Nola's Transportation, Inc., has been proposed, reference: MDOT 2012-0027/P7/S1, now therefore be it,

FURTHER RESOLVED, that a new one (1) year contract between the City of Adrian and Nola's Transportation, Inc., be executed for a period ending September 30, 2015 canceling all previous contracts between said parties, and,

HEREBY, authorize the Mayor, Jim Berryman and the City Clerk, Pat Baker, to sign the aforementioned contract.

On motion by Commissioner Berryman Adams, seconded by Commissioner Dudas, this resolution was adopted by a 7-0 vote.

R15-028

RE: ADMINISTRATION – Authorization for a Curbside Spring Pickup

WHEREAS, Stevens Disposal & Recycling Service of Temperance, MI has been our solid waste and recycling service provider since 2011; and

WHEREAS, Stevens Disposal has offered to partner with the City of Adrian to provide a one-time, curbside Spring-Pickup for City residents scheduled for June 6 and June 13, 2015; and

WHEREAS, the City would use this collection as an opportunity to partner with the Lenawee County Solid Waste Department, Habitat of Lenawee, Goodwill Industries, Wacker Chemical and Anderson Development during their annual household collection day on May 16, 2015 at the Lenawee County Fair and Event Grounds. We would jointly market both events to encourage residents to recycle as much material as possible; and

WHEREAS, the cost to provide this curbside pickup would be $225.00 per ton, with a projection of approximately 200 tons of material collected city-wide for a total estimated cost of $45,000; and

WHEREAS, Stevens Disposal has agreed to donate 50% of the cost for this curbside Spring-Pickup up to a maximum of $25,000 in an effort to support the City's "City Pride City Wide" initiative; and

NOW THEREFORE, BE IT RESOLVED by the Adrian City Commission that a curbside Spring-Pickup be authorized with Stevens Disposal utilizing their not to exceed donation amount of $25,000 with the City's portion coming from fund balance within the Solid Waste Fund.

BE IT FURTHER RESOLVED that the FY2014-15 budget be amended as follows to properly fund this project:

Revenue:

595-000.00-697.000	Prior Years Revenue	$22,500

Expenditure:

595-528.00-801.000	Contract Services	$22,500

Mayor Berryman stated that the June curbside pick-up will be the first two weekends in June. One week will be the north recycling route and the second week will be the south recycling route.

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

PUBLIC COMMENT

1. Chris Miller – DDA – announced 4 Economic Development reports: the Gibbs Survey, which can be done on-line; new locations for Maggard's Razors at the old Amedai Space and Ervin Arnold Taylor shop at the old Legacy Printing building; 1st Friday, which will take place this Friday and Opera UpTown at Hooligans.

COMMISSIONER COMMENTS

1. Commissioner Faulhaber would like to see the old O&M Water Plant on Merrick Street either demolished or sold to get it back on the tax roll. Administrator Horn stated that a year ago he had requested proposals for that location and received none. There is a local business owner that may still be interested in the property.

The next regular meeting of the Adrian City Commission will be held on Monday, March 16, 2015 at 7:00 p.m. in the City Chambers Building, 159 E. Maumee St, Adrian, MI 49221.

Jim Berryman
Mayor

Pat Baker
City Clerk

PROCLAMATIONS

CHECK REGISTER

March 2, 2015

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

Shane Horn
City Administrator

SAH:mld

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

Utility Department Vouchers	
Vouchers #4091 through #4101	$82,341.74
General Fund	
Vouchers #22278 through #22301	$303,639.59
Clearing Account Vouchers	
amounting to.....	$298,021.63
TOTAL EXPENDITURES	$684,002.96

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

March 16, 2015

UTILITIES FUND
CHECK REGISTER

CHECK#		AMOUNT	PAYEE	DESCRIPTION
4091	$	69,637.94	City of Adrian - Payroll	Payroll for w/e 02/27/2015
4092	$	578,121.10	City of Adrian - Clearing	AP Check Register 03/02/2015
4093	$	368.53	Ed Soto	Refund of BCBS Premium
4094	$	607.80	Kelly Lane	Refund of BCBS Premium
4095	$	38.68	Frontier Communications	Feburary 2015 Telephone
4096	$	78.82	City of Adrian - Utilities	January 2015 Water
4097	$	3,509.81	Consumers Energy	February 2015 Electric
4098	$	5,924.81	Citizens Gas	January 2015 Natural Gas
4099	$	71.04	Paul Torres	Deposit refund 731 Caton Ave
4100	$	2,000.00	US Postmaster	Postage for Utilities bills
4101	$	104.31	State of Michigan	Payment in error, 207 Elm St.
	$	660,462.84		
	$	(578,121.10)	**Less: Check 4092**	
	$	**82,341.74**	**TOTAL**	

March 16, 2015

March 16, 2015

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
22278	$ 163,358.75	City of Adrian - Payroll	Payroll w/e 02/27/2015
22279	$ 13,401.56	First Federal Bank	Social Security w/e 02/27/2015
22280	$ 88,382.38	City of Adrian - Clearing	AP Check Register 03/2/2015
22281	$ 405.20	Denise Alverson	BCBS Premium Refund
22282	$ 162.08	Denise Cook	BCBS Premium Refund
22283	$ 14.36	Dave Pate	BCBS Premium Refund
22284	$ 14.00	Lenawee Co. Register of Deeds	Deed for 120 E. Maumee St.
22285	$ 20.00	Lenawee Co. Clerks Office	Motion Fee
22286	$ 82,942.86	Blue Cross Blue Shield of Mich	March 2015 BCBS Premium
22287	$ 282.36	City of Adrian	Replenish Petty Cash
22288	$ 10,962.77	Citizens Gas	Janaury 2015 Natural Gas
22289	$ 387.40	Consumers Energy	February 2015 Electric
22290	$ 179.06	City of Adrian - Utilities	January 2015 Water
22291	$ 609.73	Frontier Communications	February 2015 Telephone
22292		City of Adrian - Utilities	EFT State of Michigan Feb 2015
22293	$ 8,030.80	Nola's Transportation	Payroll w/e 03/06/2015
22294	$ 200.00	Adrian Area Soccer Club	Refund of Piotter Center Reservation
22295	$ 100.00	Patricia Cazares	Refund of Piotter Center Reservation
22296	$ 45.00	Bethel A.M.E. Church	Rental of Oak Shelter
22297	$ 75.00	Whitcher Plumbing & Heating	Refund on permit overpayment
22298	$ 50.00	Steves Heating & Cooling	Refund on project
22299	$ 100.00	MidFirst Bank	Refund on vacant residental registration
22300	$ 20,271.05	Avery Oil & Propane	Fuel delivery 3/2/15
22301	$ 2,027.61	US Postmaster	3/10/15 Refuse mailing
	$ 392,021.97		
	$ (88,382.38)	Less : Check 22280	
	$ 303,639.59		

March 16, 2015

	Claimant	OPEN Amount Claimed	Amount Owed	Amount Rejected
1.	ACCUMEDWEB LLC	340.29		
2.	ERIC ADAMS	25.37		
3.	ADRIAN COMMUNICATIONS	1,208.67		
4.	ADRIAN LOCKSMITH & CYCLERY	720.00		
5.	ADRIAN MECHANICAL SERVICES CO	874.50		
6.	ADRIAN NAPA	26.36		
7.	ADRIAN PAINTERS SUPPLY & EQUIPMENT	56.56		
8.	ADRIAN WATER CONDITIONING INC	20.95		
9.	AFRICAN AMERICAN PUBLICATIONS	392.10		
10.	AIRGAS USA, LLC	50.25		
11.	ALBION DISTRICT LIBRARY	54.97		
12.	ALERE TOXICOLOGY SERVICES INC	50.00		
13.	ALL METALS INC.	24.67		
14.	DENISE ALVERSON	20.00		
15.	AMARA KARAPAS	100.00		
16.	AMAZON CREDIT PLAN	543.94		
17.	AMERICAN OFFICE SOLUTIONS, INC.	77.99		
18.	ANGIE RAYMOND	100.00		
19.	ANNIE HOWARD	100.00		
20.	APPLE MAT RENTAL	324.60		
21.	ARCHBOLD EQUIPMENT CO	5.83		
22.	AUTO ZONE COMMERCIAL	13.49		
23.	BAKER & TAYLOR BOOKS	436.69		
24.	BARBOUR PUBLISHING	173.14		
25.	BATTERY WHOLESALE	17.98		
26.	GREG BELL CHEVROLET CADILLAC INC	51.85		
27.	BEST AIRE COMPRESSOR SERVICES, INC.	3,899.58		
28.	JOHN BIRDWELL	19.26		
29.	MARK BISHOP	20.00		
30.	ROBERT BISHOP	252.40		
31.	BLACK SWAMP EQUIPMENT	76.50		
32.	BRAKES-N-MORE	2,015.36		
33.	TODD BROWN	20.00		
34.	CANON SOLUTIONS AMERICA	167.78		
35.	CARMEUSE LIME INC	5,516.10		
36.	CASSANDRA WASLAWSKI	100.00		
37.	CENGAGE LEARNING	280.96		
38.	CHLOE STEVENSON	150.00		
39.	COMCAST	4.29		
40.	CORD BLAZE	100.00		
41.	CORKED MEDIA	450.00		
42.	CUTLER DICKERSON CO	538.09		
43.	D&P COMMUNICATIONS, INC.	1,749.17		
44.	THE DAILY TELEGRAM	2,137.72		
45.	JERRY DAVIS	20.00		
46.	WILLIAM DESCHAMPS	15.66		
47.	MICHELLE DEWEY	20.00		
48.	STEVE EBERLE	20.00		
49.	ENVIRONMENTAL RESOURCE ASSOCIATES	167.26		
50.	ERIN ZERBE	100.00		

	Claimant	Amount Claimed	Amount Owed	Amount Rejected
51.	FAMILY FARM AND HOME	43.46		
52.	FASTENAL COMPANY	525.12		
53.	FISHER SCIENTIFIC COMPANY LLC	614.00		
54.	GALL'S INC	218.90		
55.	GOODWILL INDUSTRIES	92.00		
56.	GRAINGER INC.	130.95		
57.	DARRIN GRIEWAHN	18.29		
58.	HADDEN TIRE COMPANY	698.00		
59.	WALTER HELSEL	20.00		
60.	HILLS AUTO & TRUCK REPAIR INC	450.00		
61.	HOBBY LOBBY	47.94		
62.	SHANE HORN	20.00		
63.	HUBBARD'S AUTO CENTER INC	387.16		
64.	I.T. RIGHT	33.75		
65.	ICMA RETIREMENT CORPORATION	164.01		
66.	IDEXX LABORATORIES, INC.	2,683.88		
67.	JONI WARNER	100.00		
68.	TIM JUDKINS	13.33		
69.	JAMES KARLE	20.00		
70.	ERIC KELLY	20.00		
71.	KIRK J. STUBBS MD PLLP	44.95		
72.	KONICA MINOLTA BUSINESS SOLUTIONS	250.77		
73.	WALTER GREG LANFORD	28.19		
74.	LARRY'S MUFFLER	100.00		
75.	LENAWEE COUNTY PRINTER	886.60		
76.	LENAWEE ECONOMIC DEVELOPMENT CORP.	3,750.00		
77.	LENAWEE TIRE & SUPPLY CO, INC.	998.70		
78.	LENAWEE YOUTH COUNCIL	100.00		
79.	LEXIS NEXIS RM INC	150.00		
80.	LIBRARY OF MICHIGAN FOUNDATION	250.00		
81.	LITERARY GUILD	91.92		
82.	LOU'S GLOVES	252.00		
83.	LOWE'S CREDIT SERVICES	1,731.41		
84.	MACOMB COMMUNITY COLLEGE	475.00		
85.	MAPLE CITY GLASS INC.	232.84		
86.	MICHAEL MARVIN	20.00		
87.	MASSON'S ELECTRIC, INC	389.08		
88.	MCGOWAN ELECTRIC SUPPLY INC	460.71		
89.	MCMASTER- CARR SUPPLY CO.	2,135.56		
90.	MCNAUGHTON-MCKAY ELECTRIC CO.	3,446.07		
91.	MICHIGAN FIRE INSPECTOR'S SOCIETY	75.00		
92.	MICHIGAN MUNICIPAL LEAGUE	5,000.00		
93.	MICHIGAN RURAL WATER ASSOC	250.00		
94.	STATE OF MICHIGAN	878.56		
95.	MICHIGAN TASER DISTRIBUTING, INC	4,720.00		
96.	MUNICIPAL EMPLOYEES' RETIRE	112,530.51		
97.	MUNICIPAL WEB SERVICES	200.00		
98.	NOLA'S TRANSPORTATION	6,586.82		
99.	NORON INC	1,871.08		
100.	NORTH EASTERN UNIFORMS & EQUIPMENT	2,940.24		

EXP CHECK RUN DATES 01/01/2014 - 12/30/2016
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

	Claimant	Amount Claimed	Amount Owed	Amount Rejected
101.	MIKE OSBORN	20.00		
102.	OSBURN ASSOCIATES INC	1,719.00		
103.	PARAGON LABORATORIES INC	991.00		
104.	PEERLESS SUPPLY INC	247.70		
105.	PEG WHITING	100.00		
106.	PI BENIO	100.00		
107.	PLATINUM PLUS	3,476.72		
108.	GLENN PRESTON	20.00		
109.	PROFESSIONAL MANAGEMENT COACHING	1,000.00		
110.	PROFESSIONAL PUMP INC	2,017.90		
111.	PROMEDICA CORP OF MICHIGAN	480.00		
112.	QUILL CORPORATION	260.56		
113.	REBEKAH REGALADO	475.00		
114.	RED PAINT PRINTING LLC	20.00		
115.	REPUBLIC SERVICES, INC.	1,163.90		
116.	TIM RITCHIE	20.00		
117.	WILLIAM SADLER	20.00		
118.	SEBCO BOOKS	1,465.71		
119.	SHERWIN-WILLIAMS CO	450.76		
120.	SLUSARSKI EXCAVATING & PAVING INC	12,168.45		
121.	STEVENS DISPOSAL	74,137.79		
122.	STEVENSON LUMBER, INC.	102.64		
123.	SUNSHINE MEDICAL SUPPLY, INC	568.95		
124.	T & L RENTALS	110.00		
125.	TAPCO	139.95		
126.	TETRA TECH INC	3,440.00		
127.	TIME EMERGENCY EQUIPMENT INC	22.44		
128.	TRACTOR SUPPLY COMPANY	264.81		
129.	TTB CLEANING LLC	7,615.00		
130.	UNIQUE MANAGEMENT SERVICES INC	44.75		
131.	UNUM LIFE INSURANCE COMPANY	1,900.10		
132.	URS CORPORATION	200.00		
133.	USA BLUEBOOK	383.22		
134.	VERIZON WIRELESS	358.29		
135.	DENNIS VESCELIUS	20.00		
136.	WATSON-MARLOW INC.	1,679.86		
137.	RYAN WHITE	20.00		
	TOTAL ALL CLAIMS	298,021.63		

REGULAR AGENDA

ORDINANCE NO. 15-002

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 B-2 Community Business and including the same in the R-4 Single Family Residential District.

2. Parcel described as follows:

LEGAL DESCRIPTION

LOTS 63, 64, 65, & 67 ADRIAN IMPROVEMENT CO SUB NO 1 & 1/2 OF VACATED ALLEY LYING W OF SD LOT. ALSO LOT66 ADRIAN IMPR CO'S SUB NO 1 OF W 1/2 OF NW 1/4 OF SEC 11 T7S R3E AND 1/2 OF VACATED ALLEY LYING W OF SD LOT COMBINED ON 01/27/2014 FROM XA0-340-0063-00, XA0-340-0067-00, XA0-100-0339-00.

3. More commonly known as: **964 Caton Ave.**

INTRODUCTION .....**March 16, 2015**

SUMMARY PUBLISHED .....

ADOPTION .....

COMPLETED PUBLICATION .....

EFFECTIVE DATE.....

On Motion by Commissioner_____, supported by Commissioner_____, this ordinance was adopted by a _____vote.

March 16, 2015

Honorable Mayor
And City Commission

At their March 3, 2015, meeting the Adrian City Planning Commission voted unanimously to recommend to the City Commission the approval of rezoning **964 Caton Ave** from B-2 Community Business to R-4 Single Family Residential and adopted the following resolution in support of this rezoning:

RESOLUTION

WHEREAS, Herman Hintiryan have submitted a request for rezoning of 964 Caton Ave, a single parcel identified in the Case File 15-005, from B-2 Community Business to R-4 Single Family Residential; and

WHEREAS, the former use of the parcel was B-2 Community Business; and

WHEREAS, the City of Adrian Comprehensive Plan Future Land Use Map calls for designation of such parcel as General Commercial; 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 recommend approval of this request; and

BE IT FURTHER RESOLVED that while this request would not be in strict compliance with the City of Adrian Comprehensive Plan Future Land Use Map, the parcel has historically been zoned Residential and the subject parcel's proposed use would be considered appropriate for this area; and

BE IT FURTHER RESOLVED that this rezoning would not have a negative impact on the surrounding residential neighborhood; and

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

BE IT FURTHER RESOLVED that the Adrian City Planning Commission approve the application for rezoning Parcel XA0-340-0063-00; and

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

Speaking on behalf of the applicant was Chuck Jacobson of 580 Meadowbrook Dr. There were no other telephone calls or written communications received concerning this rezoning application. The Planning Commission reviewed the criteria as mentioned in Section 28.06 and found them in the affirmative.

Respectfully submitted,

David Rohr, Planning & Zoning Administrator

ADRIAN CITY PLANNING COMMISSION
March 3, 2015
REGULAR MEETING
MINUTES

The regular meeting of the Adrian City Planning Commission was called to order by Chair Jacobitz at 7:00 p.m. in the City Chambers at 159 East Maumee Street.

Present:	Mike Jacobitz	Chair
	Brian Watson	Vice Chair
	Jeff Rising	City Commissioner
	Tom Blanton	
	Mel Dye	
	Marilyn Schebil	
	Don Taylor	
	Nancy Weatherby	
Absent:	Kara Lennard	

Chair Jacobitz introduced David Rohr as the new Planning & Zoning Administrator for the City of Adrian.

APPROVAL OF MINUTES OF THE
FEBRUARY 3, REGULAR MEETING

There were no corrections or additions to the minutes. Commissioner Dye moved that the Minutes of the February 3, 2015 regular meeting be approved as presented. Commissioner Blanton supported. Motion carried unanimously.

CASE NO. 15-002
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
FOR A SITE PLAN REVIEW OF DOLLAR GENERAL
4412 W. MAUMEE ST.

James Milanowski of Milanowski & Englert Engineering & Surveying, Inc. was unable to attend due to inclement weather. The Commission was informed by David Rohr that all initial contingencies have been satisfied as of the meeting date. No other issues remained unaddressed and City staff was satisfied with site plan. Commissioners briefly discussed pole and monument signs. Commissioner Jacobitz suggested encouraging monument signs instead of poles signs, though this was not a requirement for the current project. There were no comments from the audience or further discussion from the Commission and the Public Hearing was closed.

Commissioner Blanton moved that Planning Commission approve the Site Plan for 4412 W. Maumee St. Commissioner Taylor supported. A roll call vote was made. Motion carried unanimously.

CASE NO. 15-004
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS TO A
ZONING EXCEPTION PERMIT FOR
825 LINCOLN AVE.

Present for this meeting was Candy Higgins, owner of 825 Lincoln Ave. Applicant proposes to operate a Group Child Care Home at this address. This type of use is allowed in the R-3 Single Family Residential District through a Zoning Exception permit. The applicant has proposed hours of use between 6am – 9pm. The home will have two teachers and no more than 12 children, per state regulations. Applicant states traffic generation will be minimal due to drop off and pick-up of children. Outdoor play area will be 14,350 sq ft of fenced yard. Ms. Higgins will receive her state licensing once a Zoning Exception is granted.

Commissioner Rising moved that Planning Commission approve the Zoning Exception for 825 Lincoln Ave. Commissioner Taylor supported. A roll call vote was made. Motion carried unanimously.

CASE NO. 15-005
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS TO A
APPLICATION FOR REZONING FOR
964 CATON AVE.

Present for this meeting was Chuck Jacobson of 580 Meadowbrook Dr. The applicant is proposing the rezoning of 964 Caton Ave. from B-2 Community Business to R-4 Single Family Residential. Applicant stated property was originally rezoned to B-2 as part of a development deal that never materialized. Property has limited commercial value due to the fact that it is illegal for commercial delivery trucks to travel down Baker St. or Caton Ave. Thus the property would have to be accessed through 995 S. Main St. Commissioners discussed surrounding zoning and discovered that the two adjacent parcels to the north of 964 Caton Ave. have all been joined to form one parcel now known as 964 Caton Ave. The Planning & Zoning Administrator will update the zoning map to reflect this change.

Commissioner Dye moved that Planning Commission approve the Application for Rezoning of 964 Caton Ave. Commissioner Weatherby supported. A roll call vote was made. Motion carried unanimously.

ELECTION OF CHAIR AND VICE CHAIR
FOR THE PLANNING COMMISSION

Mike Jacobitz nominated for position of Chair. A roll call vote was made. Motion carried unanimously.

Brian Watson nominated for position of Vice Chair. A roll call vote was made. Motion carried unanimously.

There being no further business the meeting adjourned at 7:21 p.m.

Respectfully submitted,

David Rohr, Planning & Zoning Administrator

R15-029 March 16, 2015

RE: CITY COMMISSION– Resolution to Reappoint Don Taylor to the Planning Commission

RESOLUTION

WHEREAS, the term of Don Tayor on the Planning Commission is about to expire; and

WHEREAS, Don Taylor has expressed a willingness to serve another three (3) year term on the Planning Commission; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of the above-named individual.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does, hereby, approve the appointment of Don Taylor as an alternate to the Planning Commission for a three (3) year term.

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

MEMORANDUM – UTILITIES DEPARTMENT

DATE: March 9, 2015

TO: Shane Horn, City Administrator

FROM: William Sadler, Utilities Director

SUBJECT: Brick Arch Contract 1B Construction

Sealed bids were received by the Purchasing Department on Thursday March 5, 2015 for construction of Contract 1B of the Brick Arch Sewer Improvement Project. This project will include the cure-in-place lining of the brick arch sewer in the Church St parking lot. This was originally planned to be completed in Contract 1 but was non-performed by the contractor at the request of the City. We received two bids for this project with the low bidder being Layne Inliner, LLC of Hilliard, OH for $183,100.00. Our consultant for this project, Jones & Henry Engineers of Toledo, OH has worked with this company on other projects and is comfortable with moving forward.

I respectfully recommend that we proceed with Contract 1B of the Brick Arch Sewer Improvement Project and enter into a contract with Layne Inliner, LLC of Hilliard, OH at a cost not to exceed $183,100.00 Funds for this project will come from the Sewer Fund Capital Budget (497-555.00-975.517).

Jones & Henry Engineers, Ltd.
3103 Executive Parkway, Suite 300, Toledo, Ohio 43606 • 419/473-9611
www.jheng.com Fax • 419/473-8924

March 6, 2015

Mr. William Sadler
Director of Utilities
135 East Maumee Street
Adrian, Michigan 49221

Subject: City of Adrian, Michigan
Brick Arch Sewer Cured-In-Place Pipe
Phase III, Contract 1B, 2015
Letter of Recommendation
362-6993.001

Dear Mr. Sadler:

We have reviewed the Bids received on March 5, 2015 for the Brick Arch Sewer Cured-In-Place Pipe, Phase III, Contract 1B. The bids are as follows:

Layne Inliner, LLC	$183,100.00
LiquiForce	$274,500.00 *

The Engineer's estimate for the project was $300,000 to $330,000 A bid tabulation is attached.

The low bidder is Layne Inliner, LLC of Hillard, Ohio. After review of their bid, we see no irregularities. We have contacted Jeremy Ingle, Project Manager/Estimator of Layne Inliner, LLC to discuss the project. They see no problem with completing the project in the time allotted. They understand the pipe ovalaity issues, bypass pumping and lateral locates, and the reinstating of only sanitary laterals. Layne Inliner, LLC has worked for many municipalities in Ohio and the Southeast Michigan area. We are familiar with them as well and it is our opinion that the low bidder has the experience and qualification to perform the required work. We recommend awarding the Brick Arch Sewer Cured-In-Place Pipe, Phase III, Contract 1B to Layne Inliner, LLC.

If the City decides to award the project to Layne Inliner, LLC, a Notice of Award should be sent to them. We have attached a Notice of Award document for your use. Please notify us when you issue the Notice of Award, and we will send five copies of the contract documents to the Contractor for execution.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

Michael L. Karafa
Associate, Project Manager

MLK/rmb
Enc.

City of Adrian, Michigan -Brick Arch Sewer Cured-in-Place Pipe Phase III Contract 1B

362-6993.001

Item No.	Jones & Henry Engineers, Ltd. Addenda: 0 Bids Received: 03/05/15 Description	Est. Quantity	Unit	Layne Inliner, LLC 4143 Weaver Court Hillard, Ohio 43026 614-529-6440 Unit Pr.	Amount	LiquiForce 28529 Goodard Rd, Suite 106 Romulus, MI 48174 734-231-6691 Unit Pr.	Amount
1	Audio-Video Recording of the Zone of Influence	800	LF	$2.25	$1,800.00	$2.00	$1,600.00
2a	Brick Arch Sewer CIPP	765	LF	$230.00	$175,950.00	$300.00	* $229,500.00
2b	Removal of Protruding Obstructions	7	EA	$250.00	$1,750.00	$2,000.00	$14,000.00
2c	Reinstating Sanitary Laterals	24	EA	$150.00	$3,600.00	$1,225.00	$29,400.00
	Total Estimated Construction Cost				$183,100.00		* $274,500.00

*Corrected Totals

R15-030 March 16, 2015

RE: UTILITIES DEPARTMENT – Brick Arch Sewer Improvements Contract 1B – Cure-In-Place Pipe

RESOLUTION

WHEREAS, the City Commission at the May 19, 2014 meeting approved Resolution R14-050 which authorized the engagement of E.R. Zeiler Excavating of Temperance, MI for Construction Services for Brick Arch Sewer Improvement Project Contract 1 at a cost not to exceed $1,258,552.50; and

WHEREAS, the Cure-In-Place portion of the project was non-performed by the contractor at the request of the City resulting in the need re-bid this portion of the contract; and

WHEREAS, the City Commission at the January 5, 2015 meeting approved Resolution R15-002 which authorized the engagement of Jones & Henry Engineers of Toledo, OH for Contract Construction Engineering Services for Brick Arch Sewer Improvement Project Contract 1B at a cost not to exceed $16,500.00; and

WHEREAS on Thursday March 5, 2015 the Purchasing Office received two (2) bids for the construction of Contract 1B of the Brick Arch Sewer Improvement project with the following results:

Name	Location	Total Bid Amount
Layne Inliner, LLC	Hilliard, OH	$183,100.00
LiquiForce	Romulus, MI	$274,500.00; and

WHEREAS the Finance Director indicates that funds are available for this purpose in the Wastewater Capital Project Fund (497-555.00-975.517); and

WHEREAS the Utilities Director and City Administrator recommend approval of this resolution to award Contract 1B of the Brick Arch Sewer Improvement Project to the low bidder, Layne Inliner, LLC of Hilliard, OH, at a cost not to exceed $183,100.00.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of Layne Inliner, LLC of Hilliard, OH in the City's Standard Professional Services Contract to complete construction of Contract 1B of the Brick Arch Sewer Improvement Project at a cost not to exceed $183,100.00.

On motion by Commissioner _____,

Seconded by Commissioner _____, this

Resolution was adopted by a _____ vote.

M E M O

DATE: March 13, 2015

TO: Hon. Mayor Berryman and City Commission

FROM: Shane A. Horn, City Administrator

SUBJECT: Farm Leases

For several years the City has leased parcels of real property for agricultural purposes. Jimmy Marvin has rented property known as the Marvin Farm on Beecher Road as well as the land across the highway from this property. Marvin Farms pays $125 per acre for a combined 210 acres. Shane Bierman rents the excess land in the Industrial Park, which is slightly less than 40 acres. He rents this property at $125 per acre. In the past few years, we have had to pay to have this land mowed at a cost of about $600.00 each time, so it appears to make sense to try to farm it to avoid this expense and to gain some extra revenue. Fred Feight has farmed the 54 acre Witt Farm property in the past and would also pay $125.00 per acre. In all cases, the City reserves the right to take back the land if a sale opportunity presents itself during the year. I therefore recommend the approval of the attached resolutions.

Respectfully Submitted,

Shane A. Horn
City Administrator

FARM LEASE

This Lease Agreement entered into this _____day of _____, 2015, between the undersigned Landlord and undersigned Tenant:

WITNESSETH:

The Landlord for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the said Tenant, has demised, leased, and by these premises does demise, lease and let unto the said Tenant the following described land, to-wit:

One hundred fifty-seven (157) acres of land adjacent to Beecher Road in the City of Adrian. The exact area to be farmed shall be the land purchased by the Landlord on May 23, 2003 from members of the Marvin family.

1. The term of this lease shall be from the date of this agreement to the last day of December 2015.

2. As rent hereunder, the Tenant shall pay the sum of $125.00 per acre for 157 acres, said rent to be paid as follows: $19,625.00 when the crops are removed, but not later than January 30, 2016.

3. The Landlord shall pay all taxes on the real estate above described.

4. The Landlord shall give the Tenant quiet and peaceful possession of the above-described premises so long as Tenant performs the terms and conditions contained herein. Notwithstanding this covenant, the Tenant understands that the Landlord may endeavor to use the rented land for purposes other than farming during the term of this Lease. It is understood by the Tenant that the Landlord, or anyone authorized by the Landlord, may enter onto the rented land for inspections. If any damage occurs to any growing crops, the Landlord will reimburse the Tenant for any such loss. The Landlord is also authorized to terminate this Lease as to a portion or all of the rented land during the term of this Lease and in the event the Landlord chooses to do so, the Tenant will be reimbursed for any loss sustained.

5. The Tenant shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of the Landlord.

6. The Tenant covenants and agrees that he shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of the Landlord.

7. The Tenant shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.

8. The Tenant shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing.

9. The Tenant agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent the Tenant from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.

10. The Tenant agrees to discontinue the practice of no-till farming and will plow under debris present after harvest.

11. The Tenant shall not plant any crops on the premises which could not normally be harvested prior to the end of the term of this lease.

12. The Tenant has been advised by the Landlord that the land is now subject to an oil and gas lease and that the holder of the lease has the right to enter said property for testing, drilling, etc.

13. If default is made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by the Tenant, it shall be lawful for the Landlord, without notice, to declare the term ended and to remove and put out the Tenant or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, the Landlord shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of the Landlord in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between the Landlord and the Tenant, after affording the Tenant a reasonable amount for his costs and labor in connection with the crops.

14. Should the Landlord remove a portion of the land for development purposes or as needed for the oil and gas lease after the Tenant has planted that year's crop, the Landlord agrees to pay the Tenant for the cash outlay of seed, fertilizer and herbicide used on that portion of said land.

15. The Landlord does covenant that the Tenant, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.

16. Tenant agrees to work with the Landlord to eliminate water-borne debris onto adjacent property.

This agreement shall be binding on the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF we make our hands and seals the date first above written.

IN THE PRESENCE OF:

_____

_____

LANDLORD:
City of Adrian

By: _____
Jim Berryman
Its: Mayor

TENANT:

By: _____
James Marvin
7151 W. Beecher Rd.
Clayton, MI 49235

R15-031 March 16, 2015

RE: ADMINISTRATION – Farm Lease Agreement with James Marvin – Former Marvin Farm

RESOLUTION

WHEREAS, the City of Adrian is the owner of approximately one hundred fifty seven (157) acres of land adjacent to Beecher Road in the City of Adrian; and

WHEREAS, a portion of the real estate is tillable; and

WHEREAS, the City Administrator has negotiated a proposed Lease Agreement with the former farmer of said property, which terms have been reviewed by the City Commission and found to be in the best interest of the City to approve.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor is hereby authorized to enter into a Farm Lease Agreement with James Marvin to rent approximately one hundred fifty seven (157) acres of tillable ground on the above-mentioned parcel of real estate for One Hundred Twenty Five ($125.00) Dollars per acre for a period ending December 31, 2015, and subject to other terms acceptable to the City Administrator.

On motion by Commissioner _____, seconded by

Commissioner _____, this resolution was _____

by a _____vote.

FARM LEASE

This Lease Agreement entered into this _____day of _____, 2015, between the undersigned Landlord and undersigned Tenant:

WITNESSETH:

The Landlord for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the said Tenant, has demised, leased, and by these premises does demise, lease and let unto the said Tenant the following described land, to-wit:

Fifty-three (53) acres of land South of Beecher Road in the City of Adrian at the intersection of Sand Creek Hwy.

1. The term of this lease shall be from the date of this agreement to the last day of December 2015.

2. As rent hereunder, the Tenant shall pay the sum of $125.00 per acre for 53 acres, said rent to be paid as follows: $6,625.00 when the crops are removed, but not later than January 30, 2016.

3. The Landlord shall pay all taxes on the real estate above described.

4. The Landlord shall give the Tenant quiet and peaceful possession of the above-described premises so long as Tenant performs the terms and conditions contained herein. Notwithstanding this covenant, the Tenant understands that the Landlord may endeavor to use the rented land for purposes other than farming during the term of this Lease. It is understood by the Tenant that the Landlord, or anyone authorized by the Landlord, may enter onto the rented land for inspections. If any damage occurs to any growing crops, the Landlord will reimburse the Tenant for any such loss. The Landlord is also authorized to terminate this Lease as to a portion or all of the rented land during the term of this Lease and in the event the Landlord chooses to do so, the Tenant will be reimbursed for any loss sustained.

5. The Tenant shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of the Landlord.

6. The Tenant covenants and agrees that he shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of the Landlord.

7. The Tenant shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.

8. The Tenant shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing.

9. The Tenant agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent the Tenant from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.

10. The Tenant agrees to discontinue the practice of no-till farming and will plow under debris

present after harvest.

11. The Tenant shall not plant any crops on the premises which could not normally be harvested prior to the end of the term of this lease.

12. The Tenant has been advised by the Landlord that the land is now subject to an oil and gas lease and that the holder of the lease has the right to enter said property for testing, drilling, etc.

13. If default is made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by the Tenant, it shall be lawful for the Landlord, without notice, to declare the term ended and to remove and put out the Tenant or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, the Landlord shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of the Landlord in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between the Landlord and the Tenant, after affording the Tenant a reasonable amount for his costs and labor in connection with the crops.

14. Should the Landlord remove a portion of the land for development purposes or as needed for the oil and gas lease after the Tenant has planted that year's crop, the Landlord agrees to pay the Tenant for the cash outlay of seed, fertilizer and herbicide used on that portion of said land.

15. The Landlord does covenant that the Tenant, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.

16. Tenant agrees to work with the Landlord to eliminate water-borne debris onto adjacent property.

This agreement shall be binding on the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF we make our hands and seals the date first above written.

IN THE PRESENCE OF:

_____

_____

LANDLORD:
City of Adrian

By: _____
Jim Berryman
Its: Mayor

TENANT:

By: _____
James Marvin
7151 W. Beecher Rd.
Clayton, MI 49235

R15-032 March 16, 2015

RE: ADMINISTRATION – Farm Lease Agreement with James Marvin – Former Marvin Farm

RESOLUTION

WHEREAS, the City of Adrian is the owner of approximately fifty-three (53) acres of land South of Beecher Road in the City of Adrian at the intersection of Sand Creek Hwy; and

WHEREAS, a portion of the real estate is tillable; and

WHEREAS, the City Administrator has negotiated a proposed Lease Agreement with the former farmer of said property, which terms have been reviewed by the City Commission and found to be in the best interest of the City to approve.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor is hereby authorized to enter into a Farm Lease Agreement with James Marvin to rent approximately fifty-three (53) acres of tillable ground on the above-mentioned parcel of real estate for One Hundred Twenty Five ($125.00) Dollars per acre for a period ending December 31, 2015, and subject to other terms acceptable to the City Administrator.

On motion by Commissioner _____, seconded by

Commissioner _____, this resolution was _____

by a _____vote.

FARM LEASE

This Lease Agreement entered into this_____ day of _____, 2015, between the undersigned Landlord and undersigned Tenant:

WITNESSETH:

The Landlord for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the said Tenant, has demised, leased, and by these premises does demise, lease and let unto the said Tenant the following described land, to-wit:

Thirty-nine (39) acres of land adjacent to M-34 in the City of Adrian Industrial Park. The exact area to be farmed shall be agreed between the parties.

1. The term of this lease shall be from the 1st day of May, 2015, to the last day of December, 2015.

2. As rent hereunder, the Tenant shall pay the sum of $125.00 per acre for 39 acres, said rent to be paid as follows: $2,437.50 on or before September 1, 2015 and the balance of $2,437.50 on or before December 15, 2015.

3. The Landlord shall pay all taxes on the real estate described above.

4. The Landlord shall give the Tenant quiet and peaceful possession of the above-described premises so long as Tenant performs the terms and conditions contained herein. Notwithstanding this covenant, the Tenant understands that the Landlord may endeavor to use the rented land for purposes other than farming during the term of this Lease. It is understood by the Tenant that the Landlord, or anyone authorized by the Landlord, may enter onto the rented land for inspections. If any damage occurs to any growing crops, the Landlord will reimburse the Tenant for any such loss. The Landlord is also authorized to terminate this Lease as to a portion or all of the rented land during the term of this Lease and in the event the Landlord chooses to do so, the Tenant will be reimbursed for any loss sustained.

5. The Tenant shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of the Landlord.

6. The Tenant covenants and agrees that he shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of the Landlord.

7. The Tenant shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.

8. The Tenant shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing.

9. The Tenant agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent the Tenant from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.

10. The Tenant shall not plant any crops on the premises which could not normally be harvested prior to the end of the term of this lease.

11. The Tenant has been advised by the Landlord that the land is now subject to an oil and gas lease and that the holder of the lease has the right to enter said property for testing, drilling, etc.

12. If a default be made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by the Tenant, it shall be lawful for the Landlord, without notice, to declare the term ended and to remove and put out the Tenant or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, the Landlord shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of the Landlord in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between the Landlord and the Tenant, after affording the Tenant a reasonable amount for his costs and labor in connection with the crops.

13. The Landlord does covenant that the Tenant, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.

14. Should the Landlord remove a portion of the land for development purposes or as needed for the oil and gas lease after the Tenant has planted that year's crop, the Landlord agrees to pay the Tenant for the cash outlay of seed, fertilizer and herbicide used on that portion of said land.

This agreement shall be binding on the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF we make our hands and seals the date first above written.

IN THE PRESENCE OF:

LANDLORD:
City of Adrian

_____

By: _____
Jim Berryman
Its: Mayor

TENANT:

_____

By: _____
Shane Bierman
11505 Riga Hwy.
Blissfield, Michigan 49228

R15-033 March 16, 2015

RE: ADMINISTRATION – Farm Lease Agreement with Shane Bierman– Industrial Park

RESOLUTION

WHEREAS, the City of Adrian is the owner of approximately thirty-nine (39) acres of land adjacent to M-34, known as the Industrial Park; and

WHEREAS, a portion of the real estate is tillable; and

WHEREAS, the City Administrator has negotiated a proposed Lease Agreement with Shane Bierman, which terms have been reviewed by the City Commission and found to be in the best interest of the City to approve.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor is hereby authorized to enter into a Farm Lease Agreement with Shane Bierman to rent approximately thirty-nine (39) acres of tillable ground on the above-mentioned parcel of real estate for One Hundred ten ($125.00) Dollars per acre for a period ending December 31, 2015, and subject to other terms acceptable to the City Administrator.

On motion by Commissioner _____, seconded by

Commissioner _____, this resolution was _____

by a _____vote.

FARM LEASE

This Lease Agreement entered into this_____ day of _____, 2015, between the undersigned Landlord and undersigned Tenant:

WITNESSETH:

The Landlord for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the said Tenant, has demised, leased, and by these premises does demise, lease and let unto the said Tenant the following described land, to-wit:

> Fifty-four (54) acres of land adjacent to M-52 in the City of Adrian on land commonly known as the Witt Farm. The exact area to be farmed shall be agreed between the parties. Land to be sold to Savoy Energy has already been deducted from the acreage to be farmed.

1. The term of this lease shall be from the _____ day of _____, 2015, to the last day of December, 2015.

2. As rent hereunder, the Tenant shall pay the sum of $125.00 per acre for 52 acres, said rent to be paid as follows: $3,250.00 on or before September 1, 2015 and the balance of $3,250.00 on or before December 15, 2015.

3. The Landlord shall pay all taxes on the real estate described above.

4. The Landlord shall give the Tenant quiet and peaceful possession of the above-described premises so long as Tenant performs the terms and conditions contained herein. Notwithstanding this covenant, the Tenant understands that the Landlord may endeavor to use the rented land for purposes other than farming during the term of this Lease. It is understood by the Tenant that the Landlord, or anyone authorized by the Landlord, may enter onto the rented land for inspections. If any damage occurs to any growing crops, the Landlord will reimburse the Tenant for any such loss. The Landlord is also authorized to terminate this Lease as to a portion or all of the rented land during the term of this Lease and in the event the Landlord chooses to do so, the Tenant will be reimbursed for any loss sustained.

5. The Tenant shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of the Landlord.

6. The Tenant covenants and agrees that he shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of the Landlord.

7. The Tenant shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.

8. The Tenant shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing.

9. The Tenant agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent the Tenant from removing their crops by the end

of the term of this lease, they shall have a reasonable period of time after the term to do so.

10. The Tenant shall not plant any crops on the premises which could not normally be harvested prior to the end of the term of this lease.

11. The Tenant has been advised by the Landlord that the land is now subject to an oil and gas lease and that the holder of the lease has the right to enter said property for testing, drilling, etc.

12. If a default be made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by the Tenant, it shall be lawful for the Landlord, without notice, to declare the term ended and to remove and put out the Tenant or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, the Landlord shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of the Landlord in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between the Landlord and the Tenant, after affording the Tenant a reasonable amount for his costs and labor in connection with the crops.

13. The Landlord does covenant that the Tenant, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.

14. Should the Landlord remove a portion of the land for development purposes or as needed for the oil and gas lease after the Tenant has planted that year's crop, the Landlord agrees to pay the Tenant for the cash outlay of seed, fertilizer and herbicide used on that portion of said land.

This agreement shall be binding on the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF we make our hands and seals the date first above written.

IN THE PRESENCE OF:

LANDLORD:
City of Adrian

_____

By: _____
Jim Berryman
Its: Mayor

TENANT:

_____

By: _____
Fred Feight
1760 W. Russell Road
Tecumseh, MI 49286

R15-034 March 16, 2015

RE: ADMINISTRATION – Farm Lease Agreement with Fred Feight – Former Witt Farm

RESOLUTION

WHEREAS, the City of Adrian is the owner of approximately fifty-two (52) acres of land adjacent to M-52, formerly known as the Witt Farm; and

WHEREAS, a portion of the real estate is tillable; and

WHEREAS, the City Administrator has negotiated a proposed Lease Agreement with the previous farmer of said property, which terms have been reviewed by the City Commission and found to be in the best interest of the City to approve.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor is hereby authorized to enter into a Farm Lease Agreement with Fred Feight to rent approximately fifty-two (52) acres of tillable ground on the above-mentioned parcel of real estate for One Hundred ($125.00) Dollars per acre for a period ending December 31, 2015, and subject to other terms acceptable to the City Administrator.

On motion by Commissioner _____, seconded by

Commissioner _____, this resolution was _____

by a _____vote.

City of Adrian
DIAL-A-RIDE
And
LENAWEE TRANSPORTATION CORPORATION
135 E Maumee Street
Adrian, MI 49221
517 264 4849 Fax 517 264 8016

March 11, 2015

To: Shane Horn, City Administrator
Honorable Mayor, Jim Berryman
City Commissioners

From: Marcia Bohannon, Transportation Coordinator

This is an agreement between the Lenawee Transportation Corporation and the City of Adrian for the shared Transportation Coordinator position who will function in an administrative capacity for both the LTC and CITY'S Dial-A-Ride public transit systems.
The term of the agreement is for (2) years ending September 30, 2016.
The agreement includes the responsibilities of the LTC and the responsibilities of the City.
Specifics include the salary and fringe benefits being paid by the LTC. Reasonable space, necessary equipment, and clerical support will be the responsibility of the City.
Record keeping and reporting for the two systems will be kept separate and apart, including farebox revenue accounting, ridership reports, and maintenance cost in keeping with the audit requirements for each entity.

AGREEMENT BETWEEN THE
LENAWEE TRANSPORTATION CORPORATION
AND
THE CITY OF ADRIAN

THIS AGREEMENT, effective October 1, 2014 by and between the Lenawee Transportation Corporation, herein after referred to as the "LTC', and the City of Adrian, herein after referred to as the "CITY".

The parties hereby agree as follows:

1. GENERAL PURPOSES. The LTC and the CITY both have an interest in the continuous maintaining of public transportation which benefits the general public. The LTC and the CITY agree to share jointly in a Transportation Coordinator who will function in an administrative capacity for both the LTC system and the CITY's Dial-A-Ride system. Said Transportation Coordinator will be employed full time on a shared basis between the LTC and the CITY to administer both LTC's and the CITY's transportation operations, and will function as liaison between the LTC system, the CITY system, and the Michigan Department of Transportation.

2. TERM OF AGREEMENT. The term of this agreement shall be for a period of two (2) years ending September 30, 2016.

3. RESPONSIBILITIES OF LTC. The LTC agrees to the following provisions for the shared Transportation Coordinator:

a. Salary. The LTC will be responsible for paying the salary of said individual for a period of two (2) years or until the terms of this agreement are no longer in force.

b. Fringe Benefits. The LTC will pay for the fringe benefits for said individual with the level of fringe benefits provided to be at the same level of any other full-time non-union County of Lenawee employee:

1. Health Insurance: Two person insurance coverage, with BC/BS.

2. Dental Insurance: Dental coverage, 50% Class I and II benefits to a maximum of $600 per year, full family coverage.

3. Life, AD&D, S&A, and LTD: One (1) times annual salary, rounded up to the next One Thousand ($1,000.00) - not to exceed $50,000.00 for Term Life Insurance coverage and Accidental Death and Dismemberment, and Sickness and Accidental Insurance covering 26 weeks disability at 65% weekly wage not to exceed $500 per week beginning first day of accident or hospitalization and fifteenth day of sickness for employee only. LTD pays a

monthly benefit not to exceed $2,167 per month.

c. Workers Compensation. The LTC will pay the premiums and be responsible for Workers Compensation under the Lenawee County Workers Compensation plan with the Michigan Municipal League.

d. Leave-Time Accumulation. Lenawee County's Leave Time Policy will be followed for accumulation and use of days for vacation, personal time and sick days.

e. FICA. The employer's share of Social Security will be the responsibility of LTC.

f. Retirement. Said employee will be covered under Lenawee County.

4. RESPONSIBILITY OF THE CITY. The City agrees to the following provisions for the shared Transportation Coordinator:

a. Space and Equipment. The CITY will provide reasonable space and necessary equipment for the Transportation Coordinator.

1. Desk and Desk Chair
2. One (1) additional office chair
3. One (1) calculator
4. One (1) telephone
5. One (1) file cabinet

b. Clerical Support. The CITY shall provide reasonable and necessary clerical support for the proper carry-out of communications, reports, records including preparation, typing, duplicating, and filing.

5. WORK SCHEDULE. The shared Transportation Coordinator will work forty (40) hours per week as per the hours of the City of Adrian Offices, from 8:00am to 4:30pm each day with one-half (½) hour for lunch per day. Any applicable break-time for City Employees would be applicable to the Transportation Coordinator.

6. HOLIDAY OBSERVATION. The shared Transportation Coordinator will observe all holidays as observed by the City of Adrian. Any additional holidays observed by the County but not by the CITY will be granted as "float-days" and will be added to the Transportation Coordinator's accumulated leave days under the County's Leave Time Policy providing said "float-days" do not cause the accumulated leave time to exceed the policy limit.

7. RECORD KEEPING AND REPORTING. The record-keeping and reporting for the two systems will be kept separate and apart including all reports to the State Department of Transportation, all reports pertinent to the CITY'S Dial-A-Ride system and all reports pertinent to the LTC system. They shall be kept separate for each system: farebox revenue accounting, ridership reports, and maintenance cost in keeping with the audit requirements for each entity.

8. APPOINTMENT PROVISION. Candidates for this position will be screened by the LTC Board. Appointment of the candidate to Transportation Coordinator will be made by the CITY for the Dial-A-Ride system and by County Board of Commissioners for the LTC system.

9. SUPERVISION. The Lenawee Transportation Corporation Board will provide direct supervision of the activities and functions of the shared Transportation Coordinator through the duration of this agreement. The Coordinator will report on a timely method as determined by the LTC Board and will be evaluated by said Board as necessary. This supervision does not subrogate the Transportation Coordinator's responsibility to both the City of Adrian and Lenawee County regarding grants, budgeting, and systems' operations when necessary.

10. RIGHTS TO PUBLIC FUNDS. Each party to this Agreement recognizes that all grants, appropriations or allocations of funds by Federal, State or Local agencies for the benefit of one party are under exclusive control of that party, and that this Agreement does not convey to either party any right to share in the proceeds of any grant, appropriation or allocation of public funds to the other except as the CITY and LTC might separately agree and contract to share.

11. NON-DISCRIMINATION. In connection with the performance of work under this agreement, the LTC and the CITY agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", attached hereto and made a part thereof (Attachment B). The LTC and the CITY further covenant 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 2000-200h-60) and will require a similar covenant to the part of any contractor or subcontractor employed in the performance of this Agreement.

12. OPERATIONS SUBCONTRACT. The LTC and the CITY will each maintain their separate contract with Nola's Transportation, Inc. or its successor, a private entity and assign its responsibilities including, but not limited to, the employment, supervision, and training of sufficient drivers and dispatchers including sufficient insurance coverage for Workers Compensation and general liability, cleaning and maintaining of vehicles and provisions of necessary administrative and clerical work for the duration of the Agreement except as provided for dissolution of the Agreement between Nola's Transportation, Inc. or its successor and the City and the LTC.

13. INSURANCE. Each party of this Agreement will maintain full responsibility for any and all insurance on the vehicles and equipment in each system including but not limited to personal and property damage, comprehensive, and liability at no less level required by the State Department of Transportation.

14. EXECUTION. Each party, upon execution of the Agreement shall provide the other party with a copy of the resolution authorizing its execution.

15. TERMINATION OF AGREEMENT. Either party of this Agreement may terminate this Agreement upon thirty (30) days written notice to the other party.

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

LENAWEE TRANSPORTATION CORPORATION	CITY OF ADRIAN
BY:_____	BY:_____
TITLE:_____	TITLE:_____

R15-035 March 16, 2015

RE: TRANSPORTATION – RESOLUTION FOR A TWO (2) YEAR AGREEMENT WITH THE LENAWEE TRANSPORTATION CORPORATION FOR THE JOINT EMPLOYMENT OF A TRANSPORTATION COORDINATOR

RESOLUTION

WHEREAS, the City of Adrian and the Lenawee Transportation Corporation have an interest in maintaining public transportation which benefits the general public and, in particular, senior citizens and person with disabilities; and

WHEREAS, the employment of a full-time Transportation Coordinator is desired to junction in an administrative capacity for the City's Dial-A-Ride and the LTC's systems; and

WHEREAS, a two (2) year agreement between the Lenawee Transportation Corporation and the City of Adrian has been prepared to accomplish the purpose; and

WHEREAS, an engagement in said agreement has been considered by the Adrian City Commission, now, therefore, be it

RESOLVED, that the City of Adrian hereby enters into a two (2) year agreement with the Lenawee Transportation Corporation for a term beginning on October 1, 2014 and ending September 30, 2016 for the joint employment of a Transportation Coordinator; and

HEREBY, authorizes the Mayor, Jim Berryman, to sign the aforementioned contract.

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

City of Adrian
DIAL-A-RIDE
135 E Maumee Street
Adrian, MI 49221
517 264 4849 Fax 517 264 8016

March 11, 2015

To: Shane Horn, City Administrator
Honorable Mayor, Jim Berryman
City Commissioners

From: Marcia Bohannon, Transportation Coordinator

Attached is the Annual Application, pursuant to Act 51, for State and Federal funding for fiscal year 2016. This application is applicable to the Adrian Dial-A-Ride public transportation system.
Requests for State and Federal funding are based on the projected levels advised by the Michigan Department of Transportation. We are anticipating a 36.34% return from the State and a 16% return from the Federal government based on eligible audited expenses.
Included is the projected annual budget, as well as our non-financial data.
We have supplied the necessary forms and verification of our State and Federal certifications and assurances.
Our coordination plan, Title VI information, and vehicle accessibility plan update are all a part of this application.
A current vehicle listing report is attached, as well as our capital requests for FY 2016, 2017, and 2018 which are funded through other State and Federal funding sources.
Discussion of our application with our Local Advisory Committee and the minutes from the meeting is also attached.

Michigan Department
Of Transportation
3078 (10/14)

FY 2016 RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for fiscal year 2016 under Act 51 of the Public Acts of 1951, as amended.

INSTRUCTIONS: Complete and save the form in PTMS, and attach a signed copy in PTMS

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the Adrian, City of _____, (hereby known as THE APPLICANT) established under
Name of Applicant (legal organization name)

Act 94 _____ to provide a local transportation program for the state fiscal year of 2016 and, therefore, apply for state financial assistance under provisions of Act 51; and

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

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

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

WHEREAS, THE APPLICATION, has reviewed and approved the proposed balance (surplus) budget, and funding sources of estimated federal funds $ 65,180, estimated state funds $ 148,041, estimated local funds $ 94,958, estimated fare box $ 98,000, estimated other funds $1,200, with total estimated expenses of $ 407,379

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

HEREBY, appoints Marcia Bohannon as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2016.

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

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

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

Adrian Dial-A-Ride

135 East Maumee Street
Adrian, MI 49221

(517) 264-4849

Nonurban City

Regular Service

Annual Budgeted

2016

Operating Revenue:	$98,000
Total Eligible Expenses:	$407,379
Local Share:	$194,158

Comments: -

Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2016

Revenue Schedule Report

Code	Description	Amount
401 :	**Farebox Revenue**	
40100	Passenger Fares (-)	$98,000
406 :	**Auxiliary Trans Revenues**	
40615	Advertising (-)	$1,200
409 :	**Local Revenue**	
40910	Local Operating Assistance (-)	$94,958
411 :	**State Formula and Contracts**	
41101	State Operating Assistance (-)	$148,041
413 :	**Federal Contracts**	
41301	Section 5311 Operating (-)	$65,180

Total Revenues: $407,379

Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2016

Expense Schedule Report

Code	Description	Amount
501 :	**Labor**	
50101	Operators Salaries & Wages (-)	$180,000
50102	Other Salaries & Wages (-)	$35,009
502 :	Fringe Benefits	
50200	Fringe Benefits (-)	$85,245
503 :	Services	
50302	Advertising Fees (-)	$250
50305	Audit Costs (-)	$3,000
50399	Other Services (Explain in comment field) (-)	$30,525
504 :	Materials and Supplies	
50401	Fuel & Lubricants (-)	$58,000
50499	Other Materials & Supplies (-)	$3,000
505 :	Utilities	
50500	Utilities (-)	$6,800
506 :	Insurance	
50603	Liability Insurance (-)	$4,500
50699	Other Insurance (-)	$900
509 :	Misc Expenses	
50999	Other Misc Expenses (Explain in comment field) (-)	$150

Total Expenses: $407,379

Total Ineligible Expenses: $0

Adrian Dial-A-Ride

Nonurban City

Regular Service

Annual Budgeted

2016

Total Eligible Expenses: $407,379

Adrian Dial-A-Ride
Nonurban City
Regular Service
Annual Budgeted
2016

Non Financial Schedule Report

Public Service

Code	Description	Weekday DR	Saturday DR	Sunday DR	Total
610	Vehicle Hours	12,220	0	0	12,220
611	Vehicle Miles	129,800	0	0	129,800
615	Unlinked Passenger Trips - Regular	20,800	0	0	20,800
616	Unlinked Passenger Trips - Elderly	11,330	0	0	11,330
617	Unlinked Passenger Trips - Persons w/Disabiliities	36,250	0	0	36,250
618	Unlinked Passenger Trips - Elderly Persons w/Disabilities	8,950	0	0	8,950
622	Total Demand-Response Unlinked Passenger Trips	77,330	0	0	77,330
625	Days Operated	250	0	0	250

Total Passengers: 77,330

Vehicle Information

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

Total Vehicles: 7

Miscellaneous Information

Code	Description	Quantity DR
660	Diesel/Gasoline Gallons Consumed	21,000
661	Total Transit Agency Employees (Full-Time Equivalents)	8
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	6
801	Property Damage Only (PDO) Accidents w/damage equal to or greater than $1,000 but less than $25,000	4

Michigan Department
Of Transportation
3093 (10/14)

FY 2016 5333(b) LABOR WARRANTY

INSTRUCTIONS: Complete and save this form in PTMS

Adrian, City of _____ is applying for Section 5311, 5311(f),
NAME OF APPLICANT (Legal organization name)
and/or 5339 funding under Federal Transit Law, as amended, for fiscal year 2016. We will be bound by the provisions of this special 5333(b) [former 13(c)] labor warranty for the period of the grant.

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

Does a union represent the applicant's employees? ☐ Yes ☒ No
If yes, list union representation below. (Only staff that has duties connected to the transit operation)

Union Names: _____

Does agency use a third party transportation provider? ☒ Yes ☐ No
If Yes, indicate third party transportation provider and their union representation provider or none. (Agency hired by the applicant to perform public transportation services)

Third Party:	Union names:	
Nola's Transportation, Inc.		None ☒
		None ☐
		None ☐
		None ☐

Are there other surface transportation providers in your area? ☐ Yes ☐ No
If yes, indicate other surface transportation providers and their union representation or none. (Providers serving the general public, including public agencies, private providers, and/or nonprofit providers and their unions in your jurisdictional area)

Provider:	Union names:	
Lenawee County's Transportatio		None ☒
Adrian Taxi Service		None ☒
Tecumseh Trolley & Limousine		None ☒
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐
		None ☐

TYPED/PRINTED NAME AND TITLE	SIGNATURE OF APPLICANT	DATE
Marcia Bohannon, Transportation Coordinator		Jan. 21, 2015

Michigan Department
of Transportation
3076 (10/2014)

FY 2016 CONTRACT CLAUSES CERTIFICATION

INSTRUCTIONS: Complete and save this form in PTMS, and attach a signed copy in PTMS

I acknowledge that I have reviewed a copy of the Contract Clauses dated October 1, 2014. I understand that the nature of the project will determine which requirements of the contract clauses apply and I will comply with all applicable clauses for all FTA-funded contracts for FY 2016.

NAME OF PERSON AUTHORIZED TO SIGN A CONTRACT OR PROJECT AUTHORIZATION

Jim Berryman, Mayor

LEGAL ORGANIZATION NAME *

Adrian, City of

TITLE OF AUTHORIZED SIGNER	SIGNATURE OF AUTHORIZED SIGNER **	DATE
Mayor		01/21/15

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

** If the organization has a master agreement with MDOT, the signature must be the same as the authorized signer of the master agreement or an individual with legal authority to sign a project authorization for the organization. Your agency can change, add or remove an authorized signer at any time by completing a signature resolution.

FY 2016 COORDINATION PLAN FOR LOCAL BUS OPERATING ASSISTANCE

INSTRUCTIONS: Complete and save this form in PTMS

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

Organizations must ensure that the level and quality of service will be provided without regard to race, color or national origin and that there is no disparate impact on groups protected by Title VI of the Civil Rights Act of 1964 and related statutes and regulations.

NAME OF APPLICANT (legal organization name)

Adrian, City of

TRANSIT PROVIDER/PURCHASER AND COORDINATION EFFORTS

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

Lenawee Transportation, Adrian TAXI Services, Tecumseh Trolley

Adrian Dial-A-Ride provides local demand-response service within the city limits of Adrian, and Lenawee Transportation is the rural county transit system. Both of the systems are operated by the same private transportation provider, Nola's Transportation, Inc. As co-owners of the company, they both serve in an administrative capacity. One of the serves as an Officer Manager for both systems, our DER for both systems, a full-time dispatcher for Adrian, and over sees the office detail of the business, including payroll for both systems. The other co-owner serves as our Facility and Maintenance Manager, drives for Lenawee, and over sees the operation detail of the business. They employ a dispatcher for Lenawee Transportation and a pool of drivers who work for only one system, however; when needed, a few of the drivers can and will drive for either system. One of the drivers ha been cross trained to serve as a back-up dispatcher for Adrian or Lenawee There is also one driver who can serve as a back-up dispatcher for Lenawee.
Both systems are operated out of the same facility and all vehicles are parked inside. (both Adrian and Lenawee). The dispatchers for each system share the same office which allows for coordination of service and elimination of duplicated service. All drivers share the same "driver's room" that also doubles as a training room.
All employees of both systems are included when training classes are provided. We have used our local resources from the Human Service Agencies to provide training. We have also paid an outside public transit employee to provide training.
Our preventive maintenance program is implemented following the guidelines of our approved maintenance plan. It is monitored by one of the co-owners as well as the dispatchers. The majority of the PM work is outsourced. All other smaller mechanical service is farmed out to the private sector. We continue to receive mechanical services from the Lenawee Intermediate School District for the larger jobs requiring specific training/education to complete the repair. Their fleet of buses and lifts are similar to our equipment. The LISD and one other vendor provide our DOT safety inspections, utilizing the form provided by MDOT.
The Adrian City Commission meetings are held twice a month and are open to the public. Notice of the meetings are posted in the lobby of City Hall, printed in the local paper, announced on the local radio station, and available on the City's web site.
The Lenawee Transportation Corporation board meetings are held once a month and the public is welcome to attend. The agenda is submitted to the local paper.
The LAC meets as needed and serves for both the LTC and Dial-A-Ride. The core of the LAC serves on other transit related committees where local issues are discussed. Our goal is to reduce or eliminate transportation barriers. We have been working with the Lenawee Collaborative as one of the "basic needs" focus groups.
The Adrian TAXI representative has attended our transportation meetings in an effort to coordinate transit services and provide seamless/round-the-clock service. Most generally, for reasons of economy, we are not competing for the same ridership. The Trolley business serves as a provider for specialty events - not the daily essential transportation services. We could be happy to help our for the specialty events - if, by chance, they were not able to perform the service, or needed special equipment, but they have not requested our assistance.

FUTURE TRANSIT OBJECTIVES

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

At this time, there are not future plans being considered for the consolidation of our two public transit services. Although, we do continue to coordinate our services whenever possible. The manner in which our systems provide services differ, somewhat, from one another. However, the development of the two systems was designed to allow for a smooth coordination and the ability to operate in an efficient manner, providing timely service. The key to this is good communication skills between the two dispatchers who are housed in the same office space.

The Adrian Dial-A-Ride provides service within the limits of the city of Adrian. It is primarily demand-response, however; we do offer standing time calls that allows the rider to set up his multiple transportation requests with only one phone call. The system is funded, primarily, by the City of Adrian's general fund with the revenue coming from the tax payers of the City.

Lenawee Transportation also provides transit services to the general public but their largest source of local revenue is generated by the contract service they provide to the Human Service Agencies. LTC operates on a semi-flexible route and also offers demand-response service with the surrounding area of Adrian for a limited time each day. Demand-response service is also provided twice a day in the 2nd largest city in the County.

Michigan Department
Of Transportation
3079 (10/14)

FY 2016 FTA CERTIFICATIONS AND ASSURANCES

INSTRUCTIONS: Complete and save this form in PTMS, and attach a signed copy in PTMS

This form is required for all agencies applying for FTA funds, except for urban agencies that receive all of their FTA funds directly from FTA. For details, review the current Certification and Assurances for FTA Assistance.

NAME OF APPLICANT (Legal organization name)
Adrian, City of

The Applicant agrees to comply with the applicable requirements of Groups 1-14 ☐
Those requirements that do not apply to you or your project will not be enforced.

Group	Description
01.	Required Certifications and Assurance for Each Applicant.
02.	Lobbying.
03.	Procurement and Procurement Systems.
04.	Pivate Sector Protection.
05.	Rolling Stock Reviews and Bus Testing.
06.	Demand Responsive Service.
07.	Intelligent Transportation Systems.
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.
10.	Alcohol and Controlled Substances Testing.
11.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).
12.	Seniors/Elderly/Individuals with Disabilities/New Freedom Programs.
13.	Rural/Other Than Urbanized Areas Programs.
14.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).

FTA and MDOT intend that the certifications and assurances the Applicant has selected on this form should apply, as required, to each project for which the Applicant seeks FTA assistance during fiscal year 2016.

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

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Marcia Bohannon, Transportation Coordinator		Jan. 21, 2015

Michigan Department
of Transportation
3084 (10/14)

FY 2016 STATE CERTIFICATIONS AND ASSURANCES

INSTRUCTION: Complete and save this form in PTMS

This form is required for all agencies applying for Regular Services, Section 5311 JARC, Section 5310, and/or Section 5317 funds.

NAME OF APPLICANT (legal organization name)
Adrian, City of

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

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

B. This organization has proof of vehicle insurance on file. ☒

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

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE
Marcia Bohannon, Transportation Coordinator		01/21/15

FY 2016 TITLE VI INFORMATION

INSTRUCTIONS: Complete and save this form in PTMS

NAME OF APPLICANT (legal organization name)

Adrian, City of

All FTA funds recipients, except for urban agencies that receive all of their FTA funds directly from FTA, must submit the following information that covers the period since your last MDOT application. First-time applicants should submit information for the previous fiscal year.

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

   The City of Adrian Dial-A-Ride does not have any active or pending lawsuits or complaints that allege discrimination based on race, color or national origin with respect to service or other transit benefits.

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

   We have not had outside agencies or organizations perform a civil rights compliance review in the last year. Our most recent review of our civil rights compliance was conducted during our onsite review from MDOT on May 1, 2012. A Title VI program had been developed and a copy of it is on file with the Michigan Department of Transportation. This program was created under the guidance and direction of the MDOT. Since that time, an update program was submitted to MDOT in May of 2014. During our Triennial Review with the Michigan Department of Transportation, this is a document that is reviewed and verification is documented.

3. When was your last Title VI Program approved by MDOT? 02/23/10

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

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

We have the same Coordinator/EEO officer since the inception of this program.

5. Has your organization had any projects and/or service change that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts? Service change includes service expansion/ reduction, route and/or hour changes, etc. If yes, please complete the following items: ☒ NO ☐ YES

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

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

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

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

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

In addition, we have our Title VI program information posted on each bus and Title VI information is also posted on our driver's board.

Michigan Department of Transportation 3059 (10/14)

FY 2016 VEHICLE ACCESSIBILITY PLAN UPDATE

INSTRUCTIONS: Complete and save the form in PTMS

NOTE: To be completed only by agencies providing demand-response (D-R) service with a vehicle(s) obtained with state or federal funds. Report total D-R vehicles used for all programs.

NAME OF APPLICANT (legal organization name)

Adrian, City of

1. TOTAL D-R FLEET ANTICIPATED FOR APPLICATION YEAR (including locally funded vehicles) 7

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

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

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

A. FARE STRUCTURE ☐ YES ☒ NO

B. SERVICE AREA INFORMATION ☐ YES ☒ NO

C. SERVICE AVAILABILITY INFORMATION ☐ YES ☒ NO

D. SERVICE HOURS/DAYS OF OPERATION ☐ YES ☒ NO

E. LOCAL ADVISORY COUNCIL COMPOSITION ☒ YES ☒ NO

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

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

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

☐ ANNUALLY ☐ QUARTERLY ☐ MONTHLY ☒ OTHER Annually or as needed.

7. LAC MEMBER LIST (List below the members of your agency LAC. Attach a separate page of additional names if necessary.) The list should reflect the membership in the minutes; if not, explain any discrepancies.

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

1. CHAIRPERSON'S NAME
Tim Guest

AFFILIATION (Name of organization. if any)
Retired MRS counselor

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

THIS MEMBER IS:
- [ ] Jointly appointed by an area agency on aging
- [x] Age 65 or older
- [ ] A user of public transportation
- [ ] A person with disabilities
- [ ] None of these groups

2. NAME
Libby Zilke

AFFILIATION (Name of organization, if any)
Lenawee Department on Aging

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

THIS MEMBER IS:
- [x] Jointly appointed by an area agency on aging
- [ ] Age 65 or older
- [ ] A user of public transportation
- [ ] A persons with disabilities
- [ ] None of these groups

3. NAME
Bob Oliver

AFFILIATION (Name of organization, if any)
Volunteer driver for Lenawee Department on Aging

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

THIS MEMBER IS;
- [ ] Jointly appointed by an area agency on aging
- [x] Age 65 or older
- [ ] A user of public transportation
- [ ] A persons with disabilities
- [ ] None of these groups

4. NAME
Joh Meeker

AFFILIATION (Name of organization, if any)
Veteran

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

THIS MEMBER IS:
- [ ] Jointly appointed by an area agency on aging
- [ ] Age 65 or older
- [ ] A user of public transportation
- [x] A persons with disabilities
- [ ] None of these groups

5. NAME
Deb Campbell

AFFILIATION (Name of organization, if any)
Foster Grandparent, Lenawee Department on Aging

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

THIS MEMBER IS;
- [ ] Jointly appointed by an area agency on aging
- [x] Age 65 or older
- [x] A user of public transportation
- [ ] A persons with disabilities
- [ ] None of these groups

6. NAME

AFFILIATION (Name of organization, if any)

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

THIS MEMBER IS:
- [ ] Jointly appointed by an area agency on aging
- [ ] Age 65 or older
- [ ] A user of public transportation
- [ ] A persons with disabilities
- [ ] None of these groups

7. NAME

AFFILIATION (Name of organization, if any)

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

THIS MEMBER IS;
- [ ] Jointly appointed by an area agency on aging
- [ ] Age 65 or older
- [ ] A user of public transportation
- [ ] A persons with disabilities
- [ ] None of these groups

Michigan Public Transit Facts
Vehicle Listing Report

Adrian Dial-A-Ride

Vehicle Identification Number (VIN)	State ID	Local ID	Status	Type	Seat Qty.	Lift Qty.	Year	Mileage	Repl Req.	Repl. Fund	Vehicle Length (in feet)
1FD4E45S18DA70384	71-4924	23	ASSIGNED	LghtDty-Cutaway	11	1	2008	138,511	2013	2013	21
1FD4E45S38DA70385	71-4925	27	ASSIGNED	LghtDty-Cutaway	11	1	2008	132,488	2013	2013	21
1FDFE4FS7ADA78969	71-5314	28	ASSIGNED	LghtDty-Cutaway	11	1	2010	100,542	_	_	21
1FDXE45S77DB08115	71-4818	29	ASSIGNED	LghtDty-Cutaway	11	1	2008	134,265	2013	2013	21
1GBE5V12X6F415423	71-4559	21	ASSIGNED	MedDty	14	2	2006	132,890	2013	2013	26
5WEASAAM6FH618341	-	21-1	ASSIGNED	MedDty	14	2	2014	6,844	_	_	26
5WEASSKM3BH360147	71-5379	25-1	ASSIGNED	MedDty	14	2	2011	89,852	_	_	26
5WEASSKM5BH360148	-	26-1	ASSIGNED	MedDty	14	2	2011	86,493	_	_	26

Adrian Dial-A-Ride
Capital Requests For FY 2016

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2016		**STP**						
Requested:0	Equipment	Desc:Bus tires for our fleet. Justn:Replace bus tires as needed to maintain a safe operation and realize optimum fuel efficiency.	$7,500	$1,875	$0	$9,375	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$7,500**	**$1,875**	**$0**	**$9,375**		
		Sub Total By Request Year	**$7,500**	**$1,875**	**$0**	**$9,375**		

Adrian Dial-A-Ride
Capital Requests For FY 2016

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2017	**STP**							
Requested:0	Equipment	Desc:Bus tires for our fleet. Justn:Replace bus tires as needed to maintain a safe operation and realize optimum fuel efficiency.	$8,000	$2,000	$0	$10,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$8,000**	**$2,000**	**$0**	**$10,000**		
2017	**CMAQ**							
Eligible/Pending:1 Requested:1	Vehicle #28	Desc:Small, Light-Duty Bus, 138" wheelbase, w/ lift, gas engine Justn:Replace (1) gas powered light-duty cutaway. It will be 7 years old and meet the FTA useful life criteria for retirement. PM: Need to identify replacement vehicle. #28	$42,400	$10,600	$0	$53,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$42,400**	**$10,600**	**$0**	**$53,000**		
		Sub Total By Request Year	**$50,400**	**$12,600**	**$0**	**$63,000**		

Adrian Dial-A-Ride
Capital Requests For FY 2016

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2018	**CMAQ**							
Eligible/Pending:2 Requested:2	Vehicle #25 #26	Desc:Medium Class 1, 26-Ft with lift, diesel engine Justn:Replace (2) diesel buses. They will be 7-years old and meet the eligibility standards for retirement based on the FTA schedule. #25, #26	$136,000	$34,000	$0	$170,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$136,000**	**$34,000**	**$0**	**$170,000**		
		Sub Total By Request Year	**$136,000**	**$34,000**	**$0**	**$170,000**		
		Grand Total	**$193,900**	**$48,475**	**$0**	**$242,375**		

MINUTES

LOCAL ADVISORY COMMITTEE
for
CITY OF ADRIAN DIAL-A-RIDE
and
LENAWEE TRANSPORTATION CORPORATION
February 27, 2015

PRESENT: Bob Oliver, John Meeker, Libby Zilke, Marcia Bohannon
ABSENT: Tim Guest, Deb Campbell

ITEM: Discuss FY 2016 Application - LTC / Review Accessibility Plan

We discussed the LTC and JARC application and the programs. We reviewed our capital requests for FY 2016, 2017 and 2018. We also discussed the change in funding level percentages for State and Federal monies. We discussed the local (County) appropriation, projected farebox recovery and the changes in our ridership, specifically noting the increase in the average number of mobility devices we transport.
We discussed how well it went with the transition with our new transportation service providers. There has not been any change in our vehicle accessibility plan.

ITEM: Review of vehicle accessibility plan for LTC

The current fleet consists of eleven (11) vehicles. Ten (10) of them are handicap accessible. One of our newer vehicles has the capacity for three (3) wheel chair spots. In the past year, we have taken delivery of (2) new vehicles. One of them has the ability to transport (3) mobility devices, too. These (2) new buses have cameras and the seats are vinyl, instead of the cloth.

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

ITEM: Discuss FY 2016 Application - DART / Review Accessibility Plan

We discussed the DART application. The City's appropriation makes up the shortfall in funding for our operation. The City did not see an increase in their general fund dollars due to property taxes remaining flat. A final review and meeting with finance and our City Administrator is forth coming before a final budget will be determined. We also depend on State dollars, federal monies and our farebox to operate the Dial-A-Ride system. At this time, we are not considering an increase in our fare structure; however, that may have to be a consideration in future years.

ITEM: Review of the vehicles accessibility plan for DART

We have a fleet of seven (7) vehicles and all are handicap accessible. Our intentions are to keep all vehicles accessible. We have received (1) new 26-foot vehicle and it has the capacity for (2) wheelchair spots. This vehicle also has a video surveillance system. We have ordered (3) small duty cut-aways; however; they have not been delivered yet. In the past year, there has not been a change in the accessibility plan.

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

With no other comments, this meeting was adjourned.

In absence of our Chairman, Tim Guest ~
Submitted by:

Libby Zilke

MISCELLANEOUS

Adrian Fire Department
2015 February Monthly Report

		Building Loss	Content Loss
Excessive Heat			
Excessive heat, scorch burns with no ignition	1		
	1		
Rescue			
Rescue, EMS incident, other	52		
Medical assist, assist EMS crew	23		
Emergency medical service, other	4		
EMS call, excluding vehicle accident with injury	2		
EMS call, PDA	3		
EMS call, refused treatment/transport	2		
Rescue or EMS standby	1		
Abdominal Pain/Problems	11		
Airway Obstruction	2		
Allergic Reaction	3		
Altered Level of Consciousness	8		
Asthma	2		
Behavioral / Psychiatric Disorder	5		
Cardiac Arrest	1		
Chest Pain (Non-Cardiac)	2		
Chest Pain / Discomfort	10		
Diabetic Hypoglycemia	7		
Diabetic Symptoms	2		
Dialysis Problem	0		
Emphysema/COPD	1		
Fever/Infection	0		
G.I. Bleed	1		
Generalized Weakness	8		
GI/GU	1		
Headache	1		
Hemorrhage	1		
Obvious Death	1		
Other	3		
Other Abdominal	0		
Other Cardiac	0		
Other OB/GYN	0		
Other Respiratory	0		
Pain (Non-Traumatic)	6		
Poisoning / Drug Ingestion	2		
Post-operative Complication	1		
Respiratory Distress	15		
Seizure	3		
Stroke / CVA	3		
Substance/Drug Abuse	1		
Syncope / Fainting	6		
Traumatic injury	10		

Undefined Musculoskeletal Pain	1		
	205		
Hazardous Conditions			
Hazardous condition, Other	1		
Gasoline or other flammable liquid spill	1		
	2		
Service Calls			
Service Call, other	2		
Smoke or odor removal	2		
Smoke Investigation, No action taken	5		
Public service assistance, Other	1		
Public service	1		
Assist invalid	5		
	16		
Good Intent			
Good intent call, Other	5		
Dispatched & cancelled en route	9		
	14		
False Alarms			
False alarm or false call, Other	3		
	3		
Total February 2015	241		
2015 Year to Date	488	$121,000	$48,450
2014 Year to Date	488	$54,600	$140,100

DEPARTMENTAL REPORT

MARCH 16, 2015

	FEBRUARY 2015	JANUARY 2015	FEBRUARY 2014	YEAR-TO-DATE 2015	YEAR-TO-DATE 2014
POLICE DEPARTMENT					
Complaints Answered	1,270	1,311	1,418	2,581	2,623
VIOLATIONS	.				
Moving Citations	99	148	177	247	311
3-6 am Parking Tickets	136	51	150	187	255
Non-Moving Citations	0	0	0	0	0
Downtown Parking Tickets	0	0	0	0	0
TOTAL VIOLATIONS	235	199	327	434	566
ARRESTS	106	157	138	263	285
FIRE DEPARTMENT (See M-4)					
INSPECTION DEPARTMENT					
Building Permits	5	7	5	12	12
Electrical Permits	10	16	16	26	35
Mechanical Permits	15	28	22	43	42
Plumbing Permits	4	14	4	18	14
Sidewalk Permits	0	0	0	0	0
Sign Permits	6	1	3	7	19
TOTAL PERMITS	40	66	50	106	122
Estimated Bldg.Costs	$0	$0	$120,269	$0	$130,307
PARKING SYSTEM					
Parking Assessment	$3,046	$1,361	$13,076	$4,407	$28,969
Lot Revenue	$0	$0	$0	$0	$0
Street Revenue	$0	$0	$0	$0	$0
Misc. Revenue	$9	$4	$13	$13	$26
Grant	$0	$0	$0	$0	$0
Permits	$0	$0	$0	$0	$0
Fines	$0	$0	$0	$0	$0
Collection Fees	$0	$0	$0	$0	$0
Token Sales	$0	$0	$0	$0	$0
Contribut-GenFund	$12,083	$282,083	$12,083	$294,166	$24,166
Farmers Market Grant	$0	$0	$0	$0	$0
TOTAL REVENUE	$15,138	$283,448	$25,172	$298,586	$53,161
WASTE WATER DEPARTMENT					
M. G. Pumped	120.992	150.369	158.447	271.361	323.600
Cost of Plant Operation	$88,981	$117,656	$100,441	$206,637	$223,244
WATER DEPARTMENT					
M. G. Pumped	66	71	67	137	143
Number of Customers	6,155	6,168	6,150		

	Industrial	Commercial	Residential	Other	TOTAL
M. G. Sold					65
Revenue	$62,419	$84,567	$123,926	$66,787	$337,699

ADRIAN CITY PLANNING COMMISSION
March 3, 2015
REGULAR MEETING
MINUTES

The regular meeting of the Adrian City Planning Commission was called to order by Chair Jacobitz at 7:00 p.m. in the City Chambers at 159 East Maumee Street.

Present:	Mike Jacobitz	Chair
	Brian Watson	Vice Chair
	Jeff Rising	City Commissioner
	Tom Blanton	
	Mel Dye	
	Marilyn Schebil	
	Don Taylor	
	Nancy Weatherby	
Absent:	Kara Lennard	

Chair Jacobitz introduced David Rohr as the new Planning & Zoning Administrator for the City of Adrian.

APPROVAL OF MINUTES OF THE
FEBRUARY 3, REGULAR MEETING

There were no corrections or additions to the minutes. Commissioner Dye moved that the Minutes of the February 3, 2015 regular meeting be approved as presented. Commissioner Blanton supported. Motion carried unanimously.

CASE NO. 15-002
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS
FOR A SITE PLAN REVIEW OF DOLLAR GENERAL
4412 W. MAUMEE ST.

James Milanowski of Milanowski & Englert Engineering & Surveying, Inc. was unable to attend due to inclement weather. The Commission was informed by David Rohr that all initial contingencies have been satisfied as of the meeting date. No other issues remained unaddressed and City staff was satisfied with site plan. Commissioners briefly discussed pole and monument signs. Commissioner Jacobitz suggested encouraging monument signs instead of poles signs, though this was not a requirement for the current project. There were no comments from the audience or further discussion from the Commission and the Public Hearing was closed.

Commissioner Blanton moved that Planning Commission approve the Site Plan for 4412 W. Maumee St. Commissioner Taylor supported. A roll call vote was made. Motion carried unanimously.

CASE NO. 15-004
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS TO A
ZONING EXCEPTION PERMIT FOR
825 LINCOLN AVE.

Present for this meeting was Candy Higgins, owner of 825 Lincoln Ave. Applicant proposes to operate a Group Child Care Home at this address. This type of use is allowed in the R-3 Single Family Residential District through a Zoning Exception permit. The applicant has proposed hours of use between 6am – 9pm. The home will have two teachers and no more than 12 children, per state regulations. Applicant states traffic generation will be minimal due to drop off and pick-up of children. Outdoor play area will be 14,350 sq ft of fenced yard. Ms. Higgins will receive her state licensing once a Zoning Exception is granted.

Commissioner Rising moved that Planning Commission approve the Zoning Exception for 825 Lincoln Ave. Commissioner Taylor supported. A roll call vote was made. Motion carried unanimously.

CASE NO. 15-005
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS TO A
APPLICATION FOR REZONING FOR
964 CATON AVE.

Present for this meeting was Chuck Jacobson of 580 Meadowbrook Dr. The applicant is proposing the rezoning of 964 Caton Ave. from B-2 Community Business to R-4 Single Family Residential. Applicant stated property was originally rezoned to B-2 as part of a development deal that never materialized. Property has limited commercial value due to the fact that it is illegal for commercial delivery trucks to travel down Baker St. or Caton Ave. Thus the property would have to be accessed through 995 S. Main St. Commissioners discussed surrounding zoning and discovered that the two adjacent parcels to the north of 964 Caton Ave. have all been joined to form one parcel now known as 964 Caton Ave. The Planning & Zoning Administrator will update the zoning map to reflect this change.

Commissioner Dye moved that Planning Commission approve the Application for Rezoning of 964 Caton Ave. Commissioner Weatherby supported. A roll call vote was made. Motion carried unanimously.

ELECTION OF CHAIR AND VICE CHAIR
FOR THE PLANNING COMMISSION

Mike Jacobitz nominated for position of Chair. A roll call vote was made. Motion carried unanimously.

Brian Watson nominated for position of Vice Chair. A roll call vote was made. Motion carried unanimously.

There being no further business the meeting adjourned at 7:21 p.m.

Respectfully submitted,

David Rohr, Planning & Zoning Administrator

TO: SHANE HORN, CITY ADMINISTRATOR
FROM: MARCIA M. BOHANNON, TRANSPORTATION COORDINATOR

ADRIAN D.A.R.T. PASSENGER RIDERSHIP REPORT FOR FEBRUARY 2015

WEEK END:	FEB 6	FEB 13	FEB 20	FEB 27		TOTAL
MONDAY	0	315	231	310	0	856
TUESDAY	338	319	327	339	0	1323
WEDNESDAY	302	322	329	342	0	1295
THURSDAY	315	307	294	300	0	1216
FRIDAY	291	328	257	340	0	1216
	1246	1591	1438	1631	0	5906

SERVICE DAYS	FEB 2015 (19)	FEB 2014 (20)	+\-	JAN 2015 (21)
SENIORS	888	907	-19	921
HDCP SENIORS	547	544	3	701
HANDICAPPED	2550	3273	-723	2830
WHEELCHAIRS **	250	211	39	249
GENERAL	1921	1866	55	1908
	5906	6590	-684	6360

MARCH	2013	7194	2014	7078	-2%
APRIL	2013	6979	2014	6998	0%
MAY	2013	6569	2014	6676	2%
JUNE	2013	5588	2014	6054	8%
JULY	2013	5896	2014	6211	5%
AUGUST	2013	5979	2014	5620	-6%
SEPTEMBER	2013	5939	2014	5947	0%
OCTOBER	2013	6842	2014	6986	2%
NOVEMBER	2013	6516	2014	5757	-12%
DECEMBER	2013	6455	2014	6501	1%
JANUARY	2014	6374	2015	6360	0%
FEBRUARY	2014	6590	2015	5906	-10%
		76921		76094	-1%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS