



**CITY COMMISSION
MEETING
October 9, 2016**



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
Monday,
MARCH 7, 2016**

The City Commission will meet for a pre-meeting study session on Monday, March 7, 2016 at 5:45 p.m. at the City Chambers Building at 159 East Maumee Street, Adrian, Michigan to discuss the following items:

1. View new police patrol vehicle.
2. Pearl Street Housing Development Project.
3. Scott/Maumee Street traffic safety update.
4. Other items as time permits.



COMMISSION AGENDA

AGENDA
ADRIAN CITY COMMISSION
MARCH 7, 2016
7:00PM

- I. PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE FEBRUARY 15, 2016 REGULAR MEETING OF THE ADRIAN CITY COMMISSION.
- IV. PRESENTATION OF ACCOUNTS
- V. COMMUNICATIONS
 - 1. **C-1. Police.** 911 Surcharge presentation by Chief Emrick.
- VI. REGULAR AGENDA
 - A. ORDINANCES
 - 1. **Ord. 16-001.** Second reading and adoption of an ordinance to amend the City of Adrian Code by adding a new section, Section 82.39 of Chapter 82, City of Adrian Tax Exemption Ordinance – Center City Downtown Adrian.
 - 2. **Ord. 16-002.** Second reading and adoption of an ordinance to amend the City of Adrian Code by adding a new section, Section 82.40 of Chapter 82, City of Adrian Tax Exemption Ordinance – Center City Downtown Adrian II.
 - B. RESOLUTIONS
 - 1. **R16-019. Community Development.** Resolution to set a public hearing to hear and consider comments regarding proposed Brownfield and Obsolete Property Rehabilitation Act incentives for the Strongback Project 101-109 East Maumee Street.
 - 2. **R16-020. Assessor.** Resolution to appoint Robert Near as an alternate on the Board of Review for a three year term.
 - 3. **R16-021. Engineering.** Resolution to waive the bid process and accept the sole source price from Tetra Tech, Ann Arbor, Michigan to complete load rating on the Maumee Street bridge and update the assumption and summary form in the MiBridge system.
 - 4. **R16-022. Community Development.** Resolution to authorize the Community Development Department to contract with Poggemeyer Design Group, Inc., Randy Mielnik, Principal Owner, Certified Grant Administrator for the Michigan Economic Development Corporation Strongback Properties Grant project.

5. **R16-023. City Commission.** Corrected resolution recognizing the Agricultural Society of Lenawee County as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses.
6. **R16-024. City Commission.** Resolution to approve transfer of a Class B Hotel liquor license held in escrow from the American Legion in Britton, MI to a Class C License to Dynamic Blendz U Top It Frozen Yogurt, LLC at 2011 W. Beecher Street, Adrian, Michigan 49221.

VII. PUBLIC COMMENT

VIII. COMMISSIONER COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
MONDAY, FEBRUARY 15, 2016
7:00 P.M.**

Official proceedings of the February 15, 2016 regular meeting of the City Commission, Adrian, Michigan.

The regular meeting was opened with a prayer led by Pastor Waters, followed by the Pledge of Allegiance to the Flag.

PRESENT: Mayor Berryman and Commissioners Dudas, Munson, Heldt, Strayer, Faulhaber and Rising.

Mayor Berryman in the Chair.

Commissioner Dudas motioned to approve the minutes from the regular meeting on February 1, 2016, this was seconded by Commissioner Heldt, and the minutes were adopted by a 7-0 vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #4240 through #4246	\$143,979.29
General Fund Vouchers #22683 through #22708	\$579,845.44
Clearing Account Vouchers amounting to	<u>\$372,163.19</u>
TOTAL EXPENDITURES	<u>\$1,095,987.92</u>

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

COMMUNICATIONS

C-1. FINANCE – Revenue and Expenditure Report for January, 2016.

REGULAR AGENDA

ORDINANCES

Ord. 16-001 First reading and introduction of an ordinance to amend the City of Adrian Code by adding a new section, Section 82.39 of Chapter 82, City of Adrian Tax Exemption Ordinance – Center City Downtown Adrian.

Ord. 16-002 First reading and introduction of an ordinance to amend the City of Adrian Code by adding a new section, Section 82.40 of Chapter 82, City of Adrian Tax Exemption Ordinance – Center City Downtown Adrian II.

RESOLUTIONS

R16-015

RE: CITY COMMISSION – Appoint Member to the Downtown Development Authority

WHEREAS, a vacancy exists on the Downtown Development Authority Board; and

WHEREAS, Mr. Robert Young, has expressed a willingness to serve for a 4-year term if appointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of Mr. Young to the Downtown Development Authority.

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the appointment of Robert Young to the Downtown Development Authority for a 4-year term to expire in 2019.

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

R16-016

RE: TRANSPORTATION – Resolution to approve the Operating Contract between the City of Adrian and Nola’s Transportation, Inc., and to authorize the Mayor and City Clerk to sign the Contract.

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

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

WHEREAS, a new one (1) year contract with Nola’s Transportation, Inc., has been proposed and approved by the Michigan Department of Transportation, reference: MDOT 2012-0027/P8/S1.

NOW, THEREFORE, BE IT 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, 2016 canceling all previous contracts between said parties.

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

Commissioner Faulhaber brought up the idea of a fixed route system and whether or not this would ever be feasible. There had been a trial of a fixed route system several years ago and it was quite successful. Commissioner Strayer also felt that we should look into a fixed route system; Commissioner Rising felt we should look into the cost of a consultant that would be able to look into a fixed route system.

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

R16-017

RE: PARKS & ENGINEERING– Consumers Energy Company Standard Lighting Contract Revisions

Whereas, in 2013 the Adrian City Commission authorized the City of Adrian to enter into a Standard Lighting Contract with Consumers Energy Company; and

WHEREAS, the Standard Lighting Contract allows Consumers Energy Company to provide and maintain 872 unmetered streetlights within the City Limits and along its boundary's; and

WHEREAS, in effort to create a better lit area along Siena Heights Drive in front of the main corridor of the University, as well as in front of the Mother House of the Dominican Sisters, at the request of the City, Consumers Energy Company will remove existing light fixtures and replace with LED light fixtures; and

WHEREAS, the removal and replacement of said light fixtures require the original Standard Lighting Contract to be revised and accepted by the Adrian City Commission and signed by the City Mayor and City Clerk; and

WHEREAS, the total number of lights (872) will remain unchanged, however, seven (7) will be a different type resulting in a cost savings of approximately \$3.20 per light per month, or \$22.40 cost savings per month; and

WHEREAS, the Director of Parks & Engineering Services and the City Administrator recommend the City Commission grant authorization to the City Mayor and the City Clerk to sign the attached revisions to the contract; and

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission, by this resolution, hereby grants authorization to the City Mayor and the City Clerk to sign the attached revisions to the contract between the City of Adrian and Consumers Energy Company.

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

MISCELLANEOUS

1. Adrian Fire Department Report.
2. Departmental Report.
3. D.A.R.T. Passenger Ridership Report.
4. Planning Commission Meeting Minutes.
5. Adrian See-Click-Fix January Report.

PUBLIC COMMENT

1. Scott Smith – Adrian resident – asked about having a report on the See-Click-Fix program available to the public so they can see what has been reported and what has been addressed and/or corrected. Administrator Horn stated that this report is already being generated each month and is part of the Commission packet.

COMMISSIONER COMMENTS

1. Commissioner Faulhaber proposed to introduce a resolution to request MDOT to put up a pedestrian and/or vehicular traffic signal at the intersection of W Maumee and Scott Streets. This issue had been brought up before and MDOT, after studying the area, deemed that it did not meet the criteria for a traffic signal. Commissioner Faulhaber proposed the following resolution: R16-018 – to request MDOT to put up a Pedestrian and/or Vehicular Traffic signal at the intersection of W Maumee Street and Scott Street. Each Commissioner weighed in on the subject and resolution was denied by the Commission with a 1-6-0 vote. Ayes: Commissioner Faulhaber. Nays: Mayor Berryman and Commissioners Heldt, Munson, Dudas, Strayer and Rising. Each Commission member agreed that they would like this issue to be brought back to a future Commission meeting after more information and/or discussion on the subject.

The next regular meeting of the Adrian City Commission will be held on March 7, 2016 at 7:00 p.m. in the City Chambers Building, 159 E. Maumee St, Adrian, MI 49221.

Jim Berryman
Mayor

Pat Baker
City Clerk



CHECK REGISTER

March 7, 2016

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 #4247 through #4255.....	\$263,053.34
General Fund	
Vouchers #22709 through #22733.....	\$336,530.38
Clearing Account Vouchers	
amounting to	<u>\$726,554.49</u>
TOTAL EXPENDITURES	<u>\$1,326,138.21</u>

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

March 7, 2016

UTILITIES FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
4247	\$ 37,249.05	City of Adrian - Clearing	Feb. 15 check register
4248	\$ 78.82	City of Adrian - Utilities	January 2016 Water
4249	\$ 45.88	Frontier Communications	February 2016 Telephone
4250	\$ 5,706.70	Citizens Gas	January 2016 Natural Gas
4251	\$ 84,416.93	Consumers Energy	February 2016 Electric
4252	\$ 98,257.49	City of Adrian	January 2016 Expenses
4253	\$ 42.35	Frontier Communications	February 2015 Telephone
4254	\$ 15,077.19	Consumers Energy	January 2016 Electric
4255	\$ 59,427.98	City of Adrian - Payroll	Payroll for 2/26/2016
	\$ 300,302.39		
	\$ (37,249.05)	Less: Check 4247	
	\$ 263,053.34	TOTAL	

March 7, 2016

March 7, 2016

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
22709	\$ 250,281.88	City of Adrian - Clearing	3/7/2016 Check Register
22710	\$ 47.22	Synchrony Bank/Amazon	Payment on Account - Library
22711	\$ 24,358.29	Consumers Energy	Feb. 2016 Electric
22712	\$ 3,190.21	Citizens Gas	Jan. 2016 Gas
22713	\$ 428.80	Frontier Communications	Feb. 2016 Telephone
22714	\$ 65.00	Michigan Dept of State	Investigation Car Plates
22715	\$ 7,441.22	Nola's Transportation	Payroll w/e 2/18/16
22716	\$ -	City of Adrian - Utilities	EFT Payment
22717	\$ -	City of Adrian - Utilities	EFT Payment
22718	\$ -	City of Adrian - Utilities	EFT Payment
22719	\$ 11,686.87	City of Adrian	January Expenses
22720	\$ 10.00	Safeguard Properties Mgmt	Refund-Contractor overpayment
22721	\$ 20.00	Elite Fire Safety	Refund-Contractor overpayment
22722	\$ 110.06	City of Adrian	Jan. 2016 Water
22723	\$ 387.15	Frontier Communications	Feb. 2016 Telephone
22724	\$ 986.74	Consumers Energy	Feb. 2016 Electric
22725	\$ 30.00	Sharon Easter	Refund-Trash Overpayment
22726	\$ 163,139.88	City of Adrian Payroll	Payroll 2/26/16
22727	\$ 12,812.04	First Federal Bank	Soc. Sec. payroll 2/26/16
22728	\$ 89,997.89	Blue Cross Blue Shield	March Hosp. Insurance
22729	\$ 2,855.67	US Postmaster	Mail Assessment Notices
22730	\$ 30.00	Jeri Baucher	Refund-Trash overpayment
22731	\$ 11,489.76	Briner Oil Co.	Fuel 2/24/16
22732	\$ 357.02	US Postmaster	Mail Pers. Prop. Statements
22733	\$ 7,086.56	Nola's Transportation	Payroll w/e 2/26/16
	\$ 586,812.26		
	\$ (250,281.88)	Less : Check 22709	
	\$ 336,530.38		

March 7, 2016

03/01/2016

INVOICE APPROVAL BY VENDOR REPORT FOR CITY OF ADRIAN, MICHIGAN
EXP CHECK RUN DATES 03/07/2016 - 03/07/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ADRIAN ELECTRIC & GENERATOR	14,575.00		
2. ADRIAN FABRICARE CENTER INC.	690.00		
3. ADRIAN LOCKSMITH & CYCLERY	149.44		
4. ADRIAN MECHANICAL SERVICES CO	6,527.50		
5. ADRIAN NAPA	533.85		
6. ADRIAN OVERHEAD DOORS	247.42		
7. ADVANCE AUTO PARTS COMMERCIAL CHR	0.00		
8. AFFORDABLE TOWING & AUTO REPAIR	75.00		
9. AIRGAS USA, LLC	27.96		
10. ALL AMERICAN SEWER & DRAIN	2,000.00		
11. ALL METALS INC.	16.20		
12. DENISE ALVERSON	20.00		
13. AMERICAN LIBRARY ASSOCIATION	186.47		
14. AMERICAN OFFICE SOLUTIONS, INC.	85.79		
15. APOLLO FIRE EQUIPMENT CO.	122.04		
16. APPLE MAT RENTAL	424.25		
17. ARCHBOLD EQUIPMENT CO	1,493.62		
18. ASSOCIATED ENGINEERS & SURVEYORS	5,685.00		
19. AUTO ZONE COMMERCIAL	44.01		
20. BAKER & TAYLOR BOOKS	2,210.90		
21. BANK OF NEW YORK MELLON	523,277.60		
22. BARBOUR PUBLISHING	26.60		
23. BATTERY WHOLESALE	691.99		
24. BEDFORD FENCE	315.00		
25. GREG BELL CHEVROLET CADILLAC INC	71.96		
26. LAURA BERDYCK	11.41		
27. BIG C LUMBER	36.41		
28. BILL'S SERVICE, INC.	63.90		
29. MARK BISHOP	20.00		
30. ROBERT BISHOP	256.44		
31. BLACK SWAMP EQUIPMENT	125.18		
32. CHELSEY BOSS	22.54		
33. CAMBRIDGE TOWNSHIP	150.00		
34. CENGAGE LEARNING	339.19		
35. CHEMTRADE CHEMICALS	4,745.23		
36. STEVEN CHESHER	75.00		
37. CITIZENS GAS FUEL CO	631.50		
38. COMCAST	5.36		
39. COMFORT ENTERPRISES INC.	487.05		
40. COUNTY LINE POWER LLC	15,100.50		
41. CUTLER DICKERSON CO	596.83		
42. JERRY DAVIS	20.00		
43. DEMCO INC	491.20		
44. MICHELLE DEWEY	20.00		
45. DIVERS MAST	105.00		

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Claimant	Amount Claimed	Amount Owed	Amount Rejected
46. DUSSEAU AUTO PARTS	50.00		
47. E & B SALVAGE LLC	55.80		
48. STEVE EBERLE	20.00		
49. EDUCATION & TRAINING SERVICES	1,497.00		
50. EMERGENCY MEDICAL PRODUCTS INC	264.33		
51. ENGLEWOOD ELECTRICAL SUPPLY	536.10		
52. ETNA SUPPLY COMPANY	2,191.57		
53. FAMILY FARM AND HOME	12.99		
54. FASTENAL COMPANY	1,002.31		
55. FEDERAL EXPRESS	111.39		
56. FINDAWAY WOLD LLC	322.95		
57. FISHER SCIENTIFIC COMPANY LLC	77.67		
58. FOSTER SWIFT COLLINS & SMITH	760.00		
59. MARK GIGAX	164.79		
60. GIRARD INDUSTRIES	412.12		
61. GRAND VALLEY STATE	16.50		
62. GREAT LAKES ACE	20.97		
63. GREY HOUSE PUBLISHING, INC.	153.00		
64. HADDEN TIRE COMPANY	50.00		
65. HASSELBRING CLARK CO.	26.31		
66. SHAWN HATTERY	84.79		
67. WALTER HELSEL	20.00		
68. SHANE HORN	20.00		
69. I C M A VANTAGE POINT	4,924.36		
70. I.T. RIGHT	135.00		
71. ICMA RETIREMENT CORPORATION	164.01		
72. INSIGNIA GRAPHICS, INC.	12.50		
73. INTERSTATE ALL BATTERY CENTER	177.95		
74. INTEVA PRODUCTS, LLC AND HONIGMAN	48,290.38		
75. IP TELECOM SOLUTIONS LLC	150.00		
76. JONES & HENRY ENGINEERS, LTD.	12,322.54		
77. JUNIOR LIBRARY GUILD	1,005.00		
78. JAMES KARLE	20.00		
79. KELLER THOMA, P.C.	3,710.80		
80. ERIC KELLY	20.00		
81. KIWANIS CLUB OF ADRIAN	75.00		
82. DAVE KNAPP FORD LINCOLN	28.49		
83. LENAWEE COUNTY SHERIFF'S OFFICE	65.00		
84. LENAWEE COUNTY TREASURER	1,390.02		
85. LENAWEE FARM BUREAU OIL COOP	160.00		
86. LENAWEE TIRE & SUPPLY CO, INC.	835.05		
87. LIBRA INDUSTRIES	431.35		
88. THE LIBRARY NETWORK	55.90		
89. MAPLE CITY GLASS INC.	40.00		
90. MD SOLUTIONS, INC	729.00		
91. MICHIGAN METER TECHNOLOGY GROUP INC	9,993.00		

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BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
92. MICHIGAN RURAL WATER ASSOC	770.00		
93. STATE OF MICHIGAN	287.98		
94. MICROMARKETING LLC	766.88		
95. MIDWEST GAS INSTRUMENT SERVICE	549.61		
96. MIRACLE RECREATION EQUIPMENT CO	2,409.00		
97. MT BUSINESS TECHNOLOGIES, INC	248.20		
98. MUNICIPAL WEB SERVICES	200.00		
99. NADA USED CAR GUIDE	105.00		
100. JORDAN NELSON	23.23		
101. NOLA'S TRANSPORTATION	8,105.63		
102. NORON INC	755.53		
103. NORTH EASTERN UNIFORMS & EQUIPMENT	379.98		
104. OMNIGRAPHICS INC.	491.10		
105. MIKE OSBORN	20.00		
106. OSBURN ASSOCIATES INC	1,246.50		
107. PENGUIN RANDOM HOUSE	465.00		
108. JAMES PERRY	20.00		
109. PHOENIX LOSS CONTROL	1,983.27		
110. PHOENIX SAFETY OUTFITTERS	145.00		
111. PHYSIO-CONTROL, INC.	750.55		
112. PLATINUM PLUS	2,234.35		
113. GLENN PRESTON	20.00		
114. PUBLIC FINANCIAL MANAGEMENT INC	500.00		
115. QUILL CORPORATION	1,211.30		
116. RECORDED BOOKS LLC.	99.00		
117. REPUBLIC SERVICES, INC.	85.13		
118. RHINO	1,384.89		
119. STEVE RIEGER	76.31		
120. TIM RITCHIE	20.00		
121. GARY RIVERA	105.68		
122. WILLIAM SADLER	20.00		
123. SAFETY KLEEN SYSTEMS, INC	368.32		
124. SAFETY SERVICES INC.	553.08		
125. SAFETY SYSTEMS INC.	140.00		
126. CHARLES SCHMENK	80.00		
127. SIERRA MONITOR CORP	266.75		
128. SPOK, INC.	34.74		
129. MIKE SPRINGER	21.18		
130. STAPLES CREDIT PLAN	110.80		
131. STATE INDUSTRIAL PRODUCTS	1,962.64		
132. STEVENS DISPOSAL	610.00		
133. STITCH WIZARD EMBROIDERY INC	168.00		
134. SUPERIOR INDUSTRIAL SALES	4,796.00		
135. TASTE OF HOME	31.98		
136. TEMP GUARD CONSTRUCTION INC	5,600.00		
137. THOMSON WEST	625.25		

03/01/2016

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Claimant	Amount Claimed	Amount Owed	Amount Rejected
138. TIME EMERGENCY EQUIPMENT INC	8.44		
139. T-MOBILE	29.99		
140. TRACTOR SUPPLY COMPANY	331.43		
141. TRI-STATE MEDICAL SUPPLY	30.00		
142. U S POSTMASTER	2,200.00		
143. UNITED STATES PLASTIC CORP	80.91		
144. USA BLUEBOOK	933.66		
145. VERIZON WIRELESS	87.50		
146. DENNIS VESCELIUS	20.00		
147. VILLAGE PUPPETEERS	50.00		
148. WATER ENVIRONMENT FED.	141.00		
149. WESTERN LIME CORPORATION	5,260.00		
150. RYAN WHITE	20.00		
151. WILLIAMS & WORKS	1,107.42		
TOTAL ALL CLAIMS	726,554.49		



COMMUNICATIONS



REGULAR AGENDA



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: February 12, 2016

TO: Hon. Jim Berryman, Mayor
City Commission
Shane Horn, City Administrator

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Pilot Ordinances – Peter Jobson Housing Project

Mayor and Commissioners; this memo addresses the PILOT (payment in lieu of taxes) ordinance that is part of the Peter Jobson housing project on the Church and Pearl block and 125 W Maumee. These tax credit projects are required by the state of Michigan to have a PILOT on them so this ordinance, on today for introduction, complies with that requirement. We have two separate PILOTs because we are addressing properties at two separate locations; the new construction that will take place on the Pearl Street / Church Street block, and as part of this first project 125 West Maumee will also be renovated. Both PILOTs provide income to the city in the form of a percentage of the rents that are generated from the property; in this case it is a 10% PILOT and is consistent with other PILOTs the city has currently.

Please let me know if you have any questions.
Best Regards,

Chris

Chris Miller
DDA & Economic Development Coordinator

ORDINANCE 16-001

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ADRIAN BY ADDING A NEW SECTION, WHICH SECTION SHALL BE DESIGNATED AS SECTION 82.39 OF CHAPTER 82 OF SAID CODE.

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY-AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT") AND/OR IS FINANCED BY IRS SECTION 42 HOUSING TAX CREDITS.

THE CITY OF ADRIAN ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "CITY OF ADRIAN Tax Exemption Ordinance- CENTER CITY DOWNTOWN ADRIAN."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that EXCEL-DEAL 23 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as CENTER CITY DOWNTOWN ADRIAN on certain property located at 211 PEARL, 235 PEARL, 239 PEARL 212 CHURCH, 218 CHURCH, 220 CHURCH, 224 CHURCH, 228 CHURCH, and 234 CHURCH in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

E. Low Income Persons and Families means persons and families eligible to move into a housing project.

F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

G. Sponsor means EXCEL-DEAL 23 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP and any entity that receives or assumes a Mortgage Loan and/or is financed by IRS Section 42 housing tax credits

H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan and/or financed by IRS Section 42 housing tax credits. It is further determined that CENTER CITY DOWNTOWN ADRIAN is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as CENTER CITY DOWNTOWN ADRIAN and the property on which it is/or will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 10% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before February 14, of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance will take effect the next calendar year after all necessary paperwork has been filed with the City, including without limitation, a copy of the Mortgage given by EXCEL-DEAL 23 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP to the Authority in connection with the permanent financing of CENTRAL CITY DOWNTOWN ADRIAN and a Notice to the Assessor as provided in the Act. Until such time, the property would be taxed under the current City operating millage in place. Neither this Ordinance nor this Section shall terminate so long as the Mortgage Loan remains unpaid and outstanding or the Authority has any interest in the property; provided, that construction of the CENTRAL CITY DOWNTOWN ADRIAN commences within two years from the effective date of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

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

INTRODUCTION.....February 15, 2016

SUMMARY PUBLISHED.....

ADOPTION.....

COMPLETE PUBLICATION.....

EFFECTIVE DATE.....

ORDINANCE 16-002

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ADRIAN BY ADDING A NEW SECTION, WHICH SECTION SHALL BE DESIGNATED AS SECTION 82.40 OF CHAPTER 82 OF SAID CODE.

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY-AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT") AND/OR IS FINANCED BY IRS SECTION 42 HOUSING TAX CREDITS.

THE CITY OF ADRIAN ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "CITY OF ADRIAN Tax Exemption Ordinance- CENTER CITY DOWNTOWN ADRIAN II."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that EXCEL-DEAL 23 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as CENTER CITY DOWNTOWN ADRIAN II on certain property located at 125 WEST MAUMEE in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

E. Low Income Persons and Families means persons and families eligible to move into a housing project.

F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

G. Sponsor means EXCEL-DEAL 23 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP and any entity that receives or assumes a Mortgage Loan and/or is financed by IRS Section 42 housing tax credits

H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan and/or financed by IRS Section 42 housing tax credits. It is further determined that CENTER CITY DOWNTOWN ADRIAN II is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as CENTER CITY DOWNTOWN ADRIAN II and the property on which it is/or will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 10% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt. The service charge to be paid each year in lieu of taxes is only applied to the residential portion of this parcel. The first floor commercial use would be subject to the current general operating millage.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before February 14, of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance will take effect the next calendar year after all necessary paperwork has been filed with the City, including without limitation, a copy of the Mortgage given by EXCEL-DEAL 23 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP to the Authority in connection with the permanent financing of CENTRAL CITY DOWNTOWN ADRIAN II and a Notice to the Assessor as provided in the Act. Until such time, the property would be taxed under the current City operating millage in place. Neither this Ordinance nor this Section shall terminate so long as the Mortgage Loan remains unpaid and outstanding or the Authority has any interest in the property; provided, that construction of the CENTRAL CITY DOWNTOWN ADRIAN II commences within two years from the effective date of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

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

INTRODUCTION.....February 15, 2016

SUMMARY PUBLISHED.....

ADOPTION.....

COMPLETE PUBLICATION.....

EFFECTIVE DATE.....



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: March 7, 2016

TO: Hon. Jim Berryman, Mayor
City Commission
Shane Horn, City Administrator

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Brownfield and OPRA plans for Strongback Project

Mr. Mayor & Commissioners,

As you are aware, the State of Michigan sent a Letter of Interest for the Strongback project on the four-corners. The letter details in excess of \$3 million dollars the state will provide to the project, and in the proforma for the project, also noted is both the private investment and investment from the City of Adrian.

The City's investment comes in the form of a Brownfield tax capture and Obsolete Property Redevelopment Act plan, which involve repayment of the investors for specific eligible costs on the Brownfield side, and a reduction of property taxes as a result of the OPRA.

To comply with the requirements in the Brownfield Redevelopment Act, PA381 of 1986, a public hearing to consider the Brownfield Plan must be held, and not less than 10 days or more than 30 days prior to the date of meeting the notice to the community and local taxing jurisdictions must be provided. Please note that the Brownfield Redevelopment Authority has met and discussed this plan and confirmed it at their March 3rd, 2016 meeting.

Please favorably consider the resolution before you today that sets a public hearing for the March 21, 2016 City Commission meeting.

Let me know if there are any questions.

Best Regards,

Chris

Chris Miller
DDA & Economic Development Coordinator

R16-019

March 7, 2016

RE: COMMUNITY DEVELOPMENT – Establishment of Public Hearing for proposed Brownfield and Obsolete Property Rehabilitation Act incentives for the Strongback Project 101-109 E. Maumee

RESOLUTION

WHEREAS, in the City of Adrian’s 2013-15 Strategic Plan, a high priority goal is to “create and nurture a vibrant place to attract residents and jobs”; and

WHEREAS, action strategies in the Strategic Plan call for special attention to development of downtown, and to “strengthen urban corridors”; and

WHEREAS, attractive downtowns are key components in the development of “Place”, and are likely to yield increases in residency rates and related economic vitality; and

WHEREAS, the City of Adrian is interested in renovating historical buildings, in particular in the downtown area; and

WHEREAS, the City of Adrian has specific tools available to use to incentivize investors who renovate historic downtown buildings; and

WHEREAS, the Strongback project at 101-109 E. Maumee has as its goal the complete renovation and repopulation of these historic buildings; and

WHEREAS, the Michigan Economic Development Corporation has indicated, through a Letter of Interest, potential support in excess of \$3 million dollars for the project; and

WHEREAS, part of the plan for the project envisions the City of Adrian utilizing a Brownfield Tax Increment Funding incentive to reimburse the developers for specific eligible costs, as well as an Obsolete Property Rehabilitation Act incentive to reduce property taxes once the project is completed.

NOW THEREFORE BE IT RESOLVED that the City of Adrian Commission hereby authorizes the scheduling of a public hearing for Monday, March 21, 2016, 7:00 p.m. in the City Chambers Building to receive comments on this matter, and directs the City Clerk to provide notice as appropriate and required.

On motion by Commissioner _____, seconded by Commissioner _____, this resolution was

by a _____ vote.

Jim Berryman, Mayor

Pat Baker, City Clerk



City Assessor

135 E. Maumee St. Adrian, Michigan 49221-2773
(517) 264 – 4830 FAX: (517) 266-4693

MEMO

DATE: February 29, 2016

TO: Shane Horn, City Administrator
Hon. Jim Berryman, Mayor
City Commissioners

FROM: Kristen Wetzal, City Assessor

SUBJECT: Appointment of an alternate to the Board of Review

MCL 211.28 allows an appointment of not more than two alternate members to the Board of Review. The alternate's responsibility is to fill in for a Board of Review member who cannot be present.

The alternate position on the Board of Review is currently vacant. I am recommending the alternate vacancy be filled by Mr. Robert Near.

Please accept this memo as my formal recommendation to appoint Mr. Robert Near as the alternate member of the Board of Review.

March 7, 2016

R16-020

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

RESOLUTION

WHEREAS, Robert Near has expressed a willingness to serve a term as an alternate on the Board of Review; 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 Robert Near as an alternate to the Board of Review for a three year term to expire in 2018.

On motion by Commissioner _____,
Seconded by Commissioner _____, this
Resolution was adopted by a _____ vote.

MEMO



DATE: March 3, 2016
TO: Honorable Mayor and City Commission
FROM: Shane A. Horn, City Administrator
SUBJECT: Maumee Street Bridge Load Rating Evaluation

We were recently notified by the Michigan Department of Transportation (MDOT) that our Tier 3 bridge on Maumee Street will need to have a load-rating calculation performed to be certain that it remains in compliance with federal standards for bridge management. We have utilized the services of Tetra Tech of Ann Arbor, MI for bridge inspections and projects for the past twenty years. Tetra Tech has passed on a proposal of \$14,900 to complete load rating calculations for the Maumee Street bridge.

The City Charter allows the bid process to be waived when it is determined that no advantage to the City would result in obtaining additional quotes. I, therefore, urge your favorable consideration authorizing Tetra Tech of Ann Arbor, MI, to perform load rating certification for the Maumee Street bridge for a fee not to exceed \$14,900.00 and that the bid process be waived. Funds for this project would come from the Major Street Fund.

Respectfully submitted,



Shane A. Horn
City Administrator

February 25, 2016

MEMORANDUM

TO: Shane Horn, City Administrator
FROM: Todd Brown, Director of Parks & Engineering Services
SUBJECT: Maumee Street Bridge-Load Rating Evaluation-Sole Source



By letter from the Michigan Department of Transportation, we were notified that in order to ensure the safety of Michigan motorists, the Federal Highway Administration (FHWA) and the Michigan Department of Transportation (MDOT) require each bridge in the state of Michigan be rated to determine its safe load-carrying capacity in accordance with the AASHTO Manual and to stay in compliance with federal standards for bridge management.

Due to this requirement posed on the City, the Engineering Department solicited a sole source price for engineering services from Tetra Tech not to exceed \$14,900 to complete load rating on the Maumee Street bridge and update the assumption and summary form in the online MiBridge system as required.

Tetra Tech has provided engineering services for the city for many bridge projects and inspections over the past twenty years. We have been pleased with their outstanding performance and reasonable rates.

I strongly recommend acceptance of the sole source price not to exceed \$14,900 from Tetra Tech, Ann Arbor, MI to complete load rating on the Maumee Street bridge to meet requirements set forth by MDOT.

Funds are available for this purpose in the following Funds:

202-473.00-801.000 Major Street-Routine Maintenance-Bridges \$14,900



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

July 13, 2015

TO: Local Agency Bridge Owner

National Bridge Inspection Standards (NBIS) Load Rating Evaluations

To ensure the public safety of Michigan motorists, it is essential that every bridge carrying a public road have a load rating that is complete, correct, and takes into account the current condition of the bridge. Through a review of Michigan's bridge database, bridges with potential load rating compliance issues were identified in your agency's jurisdiction. A table showing details of these bridges is enclosed with this letter (Enclosure 1).

On April 2, 2010, the Michigan Department of Transportation (MDOT) received a letter from James J. Steele, the Federal Highway Administration's (FHWA) Michigan Division Administrator, notifying us that Michigan is in conditional compliance with the Load Rating requirements of the National Bridge Inspection Standards (NBIS). The letter defined conditional compliance as "in compliance subject to the agreed upon conditions (i.e. plan of corrective action)." The plan of corrective action, agreed upon by FHWA and MDOT, was included in the MDOT Bridge Advisory dated August 10, 2010.

The NBIS defines load rating as "The determination of the live load carrying capacity of a bridge using bridge plans and supplemented by information gathered from a field inspection." The NBIS further states "Rate each bridge as to its safe load-carrying capacity in accordance with the AASHTO Manual (incorporated by reference, see § 650.317). Post or restrict the bridge in accordance with the AASHTO Manual or in accordance with State law, when the maximum unrestricted legal loads or State routine permit loads exceed that allowed under the operating rating or equivalent rating factor." The AASHTO Manual incorporated by reference in the NBIS is the American Association of State Highway Transportation Officials Manual for Bridge Evaluation.

The FHWA letter included a program review of load rating and posting of Michigan bridges. The plan of corrective action is detailed in the program review. As part of the action plan, the FHWA required MDOT to develop a prioritized schedule for completing the required load rating evaluations by December 31, 2016. MDOT reached an agreement with the FHWA on criteria for tiered prioritization and target dates by which all bridge owners must complete their required load rating evaluations. The criteria and target dates for the tiered prioritization were distributed as part of the MDOT Bridge Advisory BA-2011-02 dated March 7, 2011. Tier 1 load ratings were required to be completed on December 31, 2012 and Tier 2 load ratings were required to be completed on December 31, 2014. The remaining completion date is as follows:

- Tier 3 - December 31, 2016

BA-2011-02 describes how to resolve load rating issues. The list of bridges with load rating issues is created using Structural Inventory and Appraisal Items of the FHWA's Guide for Structure Inventory and Appraisal of the Nation's Bridges Report No. FHWA-PD-96-001 and the Michigan Structure Inventory and Appraisal Coding Guide. BA-2012-01 describes modifications and improvements to the load rating data collected in the Michigan Bridge Management and Inspection System (MiBRIDGE, formerly MBIS or MBRS). Changes to data collection have been made to comply with federal requirements.

Bridges that are subject to Tier 3 compliance requirements **must** use the correct methodology when calculating the load rating. If incorrect methodology was used, then the load rating must be recalculated using the correct methodology. If the load rating is correct and there are inconsistencies in the inventory

data, then the data must be corrected in the MiBridge online application. If you believe the load rating data is correct (and has been entered correctly into MiBridge), send a request for a tier override by email to MDOT-Load-Rating@michigan.gov. Include a detailed justification of the load rating methodology and procedures used in your calculations. Bridges that are subject to Tier 1 and Tier 2 compliance requirements must be addressed as well.

Review your list of bridges requiring Tier 3 load rating reviews or evaluations. By August 31, 2015, one of the actions below must be taken:

1. **Update and/or revise the load rating evaluation in the Michigan Bridge Inventory System to address the Tier 3 criteria, or**
2. **Send a letter back to MDOT stating your ability to meet the target date of December 31, 2016. If you cannot meet this deadline, indicate the reason why, and provide an alternate date when you can meet the requirements. MDOT will review any requested extensions in cooperation with the FHWA. Please complete this review and respond by August 31, 2015.**

Please send your response to:
Rebecca Curtis, P.E.
MDOT Bridge Management B220
VanWagoner Building
P.O. Box 30050
Lansing, Michigan 48909

Failure to complete load rating requirements will result in MDOT holding your agency in noncompliance and withholding Federal and MTF funds.

If you have any questions regarding these requirements, please contact me by phone at 517-449-5243 or by email at curtisr4@michigan.gov. Creightyn McMunn can also assist you, and can be reached by phone at 517-335-1923 or by e-mail at mcmunnc@michigan.gov.

For training, software technical support and engineering technical assistance relating to Local Agency implementation of the bridge load rating program, load rating or AASHTOWare Bridge Rating (formerly Virtis) support, please contact the Michigan Technological University Center for Technology and Training (MTU-CTT) at 906-487-2102, by email at loadrating@mtu.edu or on the web at <http://loadrating.michiganltap.org>.

Sincerely,



Rebecca Curtis, P.E.
Bridge Management Engineer

Enclosures

1. Agency Bridges With Potential Load Rating Compliance Issues
2. References and Internet Links

cc: M. Van Port Fleet
B. Wieferich
D. Juntunen
C. Rogers
E. Burns
R. Kathrens

C. McMunn
R. Kelly
K. Cooper
TSC Managers
Region Engineers
File

REFERENCES AND INTERNET LINKS

MDOT Bridge Advisory-BA-2010-03
http://www.michigan.gov/documents/mdot/mdot_BA-2010-03_330262_7.pdf

MDOT Bridge Advisory- BA-2011-02
http://www.michigan.gov/documents/mdot/BA-2011-02_347529_7.pdf

FHWA's Guide for Structure Inventory and Appraisal of the Nation's Bridges Report FHW A-PD-96-001
<http://www.fhwa.dot.gov/BRIDGE/mtguide.pdf>

Michigan Structure Inventory and Appraisal Coding Guide
http://www.michigan.gov/documents/mdot_SIA_Manual-2_79072_7.pdf

MDOT Bridge Advisory- BA-2012-01
http://www.michigan.gov/documents/mdot/MDOT_BRIDGE_ADVISORY_BA_2012-1_393322_7.pdf



TETRA TECH

February 8, 2016

Mr. Todd Brown
Project Manager
City of Adrian
135 E. Maumee Street
Adrian, MI 49221

**Re: Proposal for Engineering Services
Maumee Street over the Raisin River Load Rating – Adrian, Michigan**

Dear Mr. Brown:

Tetra Tech is pleased to submit this proposal for load rating the Maumee Street Bridge over the Raisin River. This bridge is an earth-filled, cast-in-place concrete, arch bridge that requires an updated load rating because the bridge has a federal operating rating greater than three times the federal inventory rating. This coding results in this bridge falling into the Tier 3 bridge loading rating category by MDOT which requires a new load rating be completed by the end of 2016 for the City to keep in compliance with federal standards for bridge management.

The load rating is a calculation to determine the maximum vehicle weight allowable for the bridge. The calculations will verify if the bridge can remain to be operated without weight restrictions.

SCOPE OF SERVICES

Our scope will include the following efforts:

1. Visit the site to take measurements to verify the depth of fill over the structure, and to gather any other measurements that will be needed for the load rating.
2. Perform the load rating for this bridge per the Load Factor Rating Methodology (LFR).
3. Complete the load rating assumption and summary form in the online MiBridge system.
4. Submit the copies of our calculations and print outs of the MDOT forms to the City to be included in the bridge file.
5. Hold a telephone conference with the City to review the results of our work.

ITEMS NOT CURRENTLY INCLUDED IN SCOPE

- Perform any material testing on the structure.
- Verify that all dimensions of the arch as shown on the existing plans are accurate.
- Design and procurement of signage the City may need to revise for the rating.

SCHEDULE

Upon receiving the City's authorization, we will complete the load rating and submit all deliverables within ten weeks of receiving your authorization.

Tetra Tech

710 Avis Drive, Ann Arbor, MI 48108

Tel 734.665.6000 Fax 734.213.3003 www.tetrattech.com



TETRA TECH

QUALIFICATIONS

Tetra Tech has had the pleasure of assisting the City on dozens of bridge projects for the last twenty years. Tetra Tech is also one of MDOT's most selected firms for completing load ratings and designs of complex bridges.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on the lump sum of \$14,900. If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to the opportunity to continue providing bridge services to the City of Adrian.

Sincerely,

Brian M. Rubel, P.E.
Senior Project Manager

for Alan Flak, PE
Structural Engineer

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

R16-021

RE: ENGINEERING DEPARTMENT– Maumee Street Bridge – Load Rating Evaluation Sole Source

RESOLUTION

WHEREAS, to ensure the safety of Michigan motorists, the Federal Highway Administration (FHWA) and the Michigan Department of Transportation (MDOT) require each bridge in the state of Michigan be rated to determine its safe load-carrying capacity in accordance with the AASHTO Manual and to stay in compliance with federal standards for bridge management; and

WHEREAS, the City of Adrian Engineering Department solicited a sole source price for engineering services from Tetra Tech not to exceed \$14,900 to complete load rating on the Maumee Street bridge and update the assumption and summary form in the online MiBridge system as required; and

WHEREAS, the City of Adrian Engineering Department has been pleased with Tetra Tech’s performance regarding engineering services for many bridge projects and inspections over the past twenty; and

WHEREAS, the Parks & Engineering Services Director and City Administrator recommend acceptance of the sole source price not to exceed \$14,900 from Tetra Tech, Ann Arbor, MI to complete load rating on the Maumee Street bridge and update the assumption and summary form and engagement in the City’s Standard Professional services Contract; and

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the following Funds:

202-473.00-801.000 Major Street-Routine Maintenance-Bridges \$14,900

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the waiving of bids and acceptance of the sole source price from Tetra Tech, Ann Arbor, MI for engagement in the City’s Standard Professional services Contract at a cost not to exceed \$14,900 to meet requirements set forth by MDOT.

On motion by Commissioner _____,

seconded by Commissioner _____,

this resolution was adopted by a _____ vote



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: March 7,2016

TO: Hon. Jim Berryman, Mayor
City Commission
Shane Horn, City Administrator

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Resolution re: Certified Grant Administrator – Strongback four corners project

Gentlemen,

I am sending you this memo to express support for the selection of Poggemeyer Design Group, Inc, Randy Mielnik, Principal Owner, as Certified Grant Administrator for our MEDC Strongback Properties LLC grant project at 101-109 E. Maumee.

This MEDC Grant program provides match dollars for private investments in building renovations. As you are aware, the City has been offered in excess of 3 million dollars in incentive funds for renovations at 101-109 E. Maumee. The renovations will include three buildings, and will involve façade renovations, blight elimination, and the construction of 17 new apartments.

The MEDC is requiring the City to engage a Certified Grant Administrator (CGA) for this process, which allows the City to leverage outside assets and accomplish more projects than could be managed by City staff alone. Further, all monies paid to the CGA come from grant funds and do not impact the project budgets nor City of Adrian budgets.

The City issued an RFP to the Certified Grant Administrators in the state, and two CGAs responded with proposals. Staff reviewed the proposals and based on their review and requirements and counsel from the MEDC, are recommending Poggemeyer Design Group, Inc. to the City Commission.

I urge your support of this recommendation and would be happy to answer any questions you may have.

Best Regards,

Chris

Chris Miller

DDA & Economic Development Coordinator

RE: COMMUNITY DEVELOPMENT – Select Certified Grant Administrator for Michigan Economic Development Corporation Strongback Properties Grant project

RESOLUTION

WHEREAS, in the City of Adrian’s 2013-2015 Strategic Plan, a high priority goal is to “create and nurture a vibrant place to attract residents and jobs”; and

WHEREAS action strategies in the Strategic Plan call for special attention to development of downtown, and to “strengthen urban corridors”; and

WHEREAS, attractive downtowns are key components in the development of “Place” and are likely to yield increases in residency rates and related economic vitality; and

WHEREAS, The Michigan Economic Development Corporation (MEDC) has a blighted building/rental rehabilitation/facade grant program that provides matching dollars to private investment; and

WHEREAS, the City of Adrian DDA has worked with Strongback Properties LLC over the last year to identify and qualify the project at 101-109 E. Maumee with the MEDC and the State Historic Preservation Office; and

WHEREAS, the MEDC requires that the City of Adrian contract with a Certified Grant Administrator to manage the Strongback Properties LLC grant project on behalf of the City and building owners; and

WHEREAS, the City of Adrian issued a Request for Proposal to an approved list of Certified Grant Administrators approved by the MEDC; and

WHEREAS, city staff reviewed the responses to the RFP and evaluated them, identifying candidates who meet MEDC and local requirements.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby authorizes the Community Development Department to contract with Poggemeyer Design Group, Inc, Randy Mielnik, Principal Owner, Certified Grant Administrator.

On motion by Commissioner _____, seconded by Commissioner _____, this resolution was

by a _____ vote.



RICK SNYDER
GOVERNOR

State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



M. Scott Bowen
COMMISSIONER

February 2, 2016

Organization ID: 103924

Mark Vandebusch
Lenawee County Agricultural Society
PO Box 792
Adrian, MI 49221



Dear Mark Vandebusch:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

1. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.

***The resolution must be passed in the correct organization name.

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 103924 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division

R-16-006

January 4, 2016



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

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

At a Regular meeting of the Adrian City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by Mayor Berryman on Monday, January 4, 2016
DATE
at 7:00 a.m./p.m. the following resolution was offered:
TIME

Moved by Comm. Rising and supported by Comm. Faulhaber
that the request from Lenawee County Fairgrounds of Adrian, Michigan,
NAME OF ORGANIZATION CITY
county of Lenawee, asking that they be recognized as a
COUNTY NAME
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	<u>7</u>	Yeas:	_____
Nays:	<u>0</u>	Nays:	_____
Absent:	<u>0</u>	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Adrian City Commission at a Regular meeting held on Monday, January 4, 2016.
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL DATE

SIGNED: Pat Baker
TOWNSHIP, CITY, OR VILLAGE CLERK

Pat Baker, City Clerk
PRINTED NAME AND TITLE

135 E Maumee Street Adrian, MI 49221
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)



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

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

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from Agricultural Society of
Lenawee County of Adrian,
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

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

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

PLEASE READ! Complete this form in its entirety and return it, along with corresponding documents and fees, to the address listed at the top of this form. You may provide a copy of this application to your local municipal board for review, if applicable.

Part 1 - If you are requesting a license as a part of your application please answer the questions below:

- Are you requesting a new license as a part of your application? Yes No
 Are you buying an existing license as a part of your application? Yes No
 Is this license being transferred as a result of a default or court action? Yes No
 Do you intend to actively use this license or hold it in escrow? Active Operation Escrow

Part 2 - Transaction Information: Check boxes applicable to your application New license New permit

- Transfer ownership Add space Change status (self incorporation) Transfer stock/interest
 Transfer location Drop space Transfer classification type of license Transfer limited partnership interest

Name(s) of current licensee: ^{MLCC LICENSE ID # 192159 CLASS 02-B HOTEL # 159849-2014}
~~AMERICAN LEGION POST BRITTON, MICH~~
 KNOWN AS: GLEN H. DAYKIN MEMORIAL HOME ASSOCIATION
 Current licensed address: 133 EAST CHICAGO, BRITTON, MICH 49229

Part 3 - Application Information

Name of entity/person that will hold the license: DYNAMIC BLENDZ U TOP IT FROZEN YOGURT LLC

- Corporations/Limited Liability Company(s) - State the name as it is filed with the State of Michigan Corporation Division and provide a copy of your articles.
- Corporations/Limited Liability Company(s) must provide a list of stockholders/members in Part 8 of this form.
- If your company has not filed with the State of Michigan, you must submit a copy of a filed certificate of authority to transact business in Michigan along with your application.

What is the physical address of the premises where the license will be located? (Street address, city/village/township and zip code)

2011 W. BEECHER ST. ADRIAN, MICH 49221

What city, township or village is this business located? LEWANS COUNTY, ADRIAN CITY, MICHIGAN

Part 4 - Definitions

Off-premise licenses - Licenses that are issued for the type of business where alcoholic beverages are sold for consumption elsewhere, and where consumption on the premises is not allowed. There are two main types; SDD (spirits and mixed drink spirits) and SDM (beer and wine). Please check the appropriate box for your request. Note: Any additional transfer or license fees may be calculated and collected at a later date.

On-premise licenses - Licenses that are issued to allow alcoholic beverages to be sold, served and consumed on the premises. Note: Any additional transfer or license fees may be calculated and collected at a later date.

Part 5 - Inspection Fees: Check box applicable to your application

- Inspection fee for one license type - inspection fee is \$70.00
 Inspection fee for two license types - inspection fee is \$140.00
 Inspection fee for three license types - inspection fee is \$210.00



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 Toll Free (866) 813-0011 - www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 6 - Licenses and Permits: Check the type of license and permits that you need to complete your request

MCL 436.1525(1) provides that license fees shall be paid at the time of filing applications. (All checks/money orders should be made payable to the State of Michigan)

- Off Premise License Type: Base Fee:**
- SDM License \$100.00
 - SDD License \$150.00
 - Resort SDD License Upon Licensure
 - Transfer Resort SDD license \$150.00

- On Premise License Type: Base Fee:**
- B-Hotel License \$600.00
 - A-Hotel License \$250.00
 - Brewpub license \$100.00
 - Class C License \$600.00
 - Club License \$300.00
 - Resort License Upon Licensure
 - Redevelopment License Upon Licensure
 - Tavern License \$250.00
 - G-1 License \$1,000.00
 - G-2 License \$500.00
 - Aircraft License \$600.00
 - Watercraft License \$100.00
 - Train \$100.00
 - Continuing Care License \$600.00

- On/Off Premise Permission Type: Base Fee:**
- Off-premise Storage No charge
 - Direct Connection(s) No charge
 - Gas Pumps No charge

*Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.

**Note: \$350.00 is due for each additional bar requested. This fee must also be included when calculating the total amount due for Sunday Sales Permit (PM).

- Off Premise Permits: Base Fee:**
- Sunday Sales Permit (AM) \$160.00
 - Sunday Sales Permit (PM) \$22.50
(Held with SDD license)
 - Catering Permit \$100.00
 - Beer and Wine Sampling No charge *
 - Living Quarters No charge *

*Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.

- On Premise Permit Type: Base Fee:**
- Sunday Sales Permit (AM) \$160.00
 - Sunday Sales Permit (PM) 15% of license fee
 - Catering Permit \$100.00
 - Outdoor Service No charge *
 - Entertainment Permit No charge *
 - Dance Permit No charge *
 - Topless Activity Permit No charge *
 - Living Quarters No charge *
 - Specific Purpose Permit (list activity below):

- Hours requested: _____
- Extended Hours Permit (check type below): No charge *
 - Dance Entertainment

- Hours requested: _____
- New Additional Bar Permit (s)** Indicate #: _____ \$350.00
 - New Banquet Facility Permit \$600.00

Address of proposed banquet facility: _____

A Banquet facility permit is an extension of your license and is different from a banquet room in your facility.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
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 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 8 - Report of Stockholders/Members/Limited Partners

Complete this section and attach more copies of this page if more room is needed.

Name and Address of stockholder/member: _____ Number of Shares/Percentage Held: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110

What is the total number of shares that the corporation has issued to its stockholders? _____

Limited Partnerships

Name and address of General Partner(s) - Attach additional pages if necessary

LARRY E. ANDERSON ^{MANAGER} 4690 RANDOLPH HWY
ADRIAN, MI 49221 MANAGER/OWNER

Name and address of Limited Partner(s) - Attach additional pages if necessary



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 9 - Contact Information

Once the Commission has rendered a decision on your request there will be additional information that you will be required to provide. Complete this section so we know where to send your Commission Order and any closing packages.

What is your preferred method of receipt? Mail E-Mail In office pick-up

(If you choose to pick this package up in the office our staff will contact you when it is ready)

Contact Name: LARRY E. ANDERSON

Mailing Address: 4690 RANDOLPH HWY. ADRIAN, MICH 49221

Business Phone: 517-902-6701 Cell Phone: 517-902-6701 E-mail address: dynamicfitness1@live.com

Part 10 - Attorney Information

Do you have an attorney representing you in this matter? Yes No

Attorney Name: _____ Member Number: P- _____

Street Address, City, State, Zip Code: _____

Business Phone: _____ Cell Phone: _____ E-mail address: _____

Would you prefer that we contact your attorney for all licensing matters related to your request? Yes No

Would you prefer any closing packages or notices be sent directly to your attorney? Yes No

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Signature of Applicant:

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this permit by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

LA 3-2-16 LARRY E ANDERSON MANAGER Larry E. Anderson
11-30-11 _____
 Date Print name of applicant/licensee and title Signature of applicant/licensee

To check the status of your request, visit www.michigan.gov/lcc and click on "Online Services." Scroll down to Liquor Control Commission and click on "Online Status Check." Enter your request id number (RID) to check on your application 24 hours a day.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 7a - Name and Address of stockholder/member/limited partner

- Each stockholder/member/partner must complete Part 7b of the application.
 (For companies with multiple stockholders/members/partners, please make copies of this section for each person/entity to complete)
- Administrative rule R 436.1115 provides that an applicant for a license shall submit fingerprints and undergo investigation by the Commission. Fingerprints are not required for an applicant previously fingerprinted for a license with the Commission.
- Follow instructions for completing and submitting fingerprint information for Michigan and out of state applicants.

Name: LARRY E. ANDERSON
 Home address: 4690 RANDOLPH HWY
 Business Phone: 517 902-6700 Cell Phone: 517 902-6701 E-mail address: dynamicfitness1@live.com

Part 7b - Personal Information (Individuals)

Date of Birth: 1-4-66 Social Security Number: 380-84-6607 Drivers License Number: A536488234012

Are you a citizen of the United States of America? Yes No

Have you ever legally changed your name? Yes No List maiden names, or name changes due to naturalization or court order

If you answered yes, please state your prior name(s) (including maiden): _____

Have you ever been arrested? Yes No If yes, list below (attach additional pages if necessary)

Date	City/State	Charge	Disposition

Have you ever been licensed by the Michigan Liquor Control Commission? Yes No

If you are currently married, what is your spouse's full name? N/A (first, middle, last)

Spouse's date of birth: N/A

Is your spouse a citizen of the United States of America? Yes No (If you answered "no", you will be asked to provide documentation to verify your spouse's legal status)

Has your spouse ever been arrested? Yes No If yes, list below (attach additional pages if necessary)

Date	City/State	Charge	Disposition

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan (civil defense volunteer policeman, mayors, village presidents, and members of city councils are not considered to be law enforcement officers).

Yes No

Do you or your spouse hold a manufacturer or wholesale license in Michigan?

Yes No

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

3-2-16 Date LARRY ANDERSON MANAGER Individual, print name and title Larry Anderson Individual signature

State Of Michigan Liquor License Transfer and Sale Purchase Agreement

This Agreement is set in place and dated on 1-2-15 for the purchase and transfer of ownership of a current State Of Michigan escrowed liquor license business ID# 192159 class 02-B-Hotel #159848-2014 SS and 11-SDM # 159849-2014 bar permit and Sunday sales rights between Seller Laverne Eccleston, American Legion Post Britton, Michigan # 155 also known as Glen H. Daykin Memorial Home Association. Located at 133 East Chicago, Britton, Michigan 49229 and the

Buyer Larry E. Anderson whose address is 4690 Randolph Hwy. Adrian, Michigan

The Seller agrees to sell and transfer their liquor license property and all rights exclusively to the sellers for a purchase price of \$6,000 Dollars. Buyer will pay \$1,000 down on 1-2-15 as an earnest deposit and will pay the remaining \$5,000 to be paid when the liquor license mentioned is successfully transferred and issued over to the buyer as a class C, food, Bar Sunday sales issued license.

Seller agree that there are no back sales taxes due on the above mentioned license and there are no or other liens or purchase agreements in place for the license.

This agreement is contingent upon the proper transfer of the above liquor license to the buyer. This agreement will be governed in the State of Michigan and any disputes thereof will be handled by the Lenawee County Jurisdiction.

Sellers



Date

1/2/2015

(LA) PAID 2500 - CK # 934. 12-7-15
2500 DUE ON LICENSE TRANSFER
BALANCE OF PURCHASE PRICE

Buyers



Date

1-2-2015

Witness



Date

1-2-2015

DUE BY APRIL 15TH

DATE PRINTED: 04/07/2014

REQUEST: 754085

ESCROW RENEWAL NOTICE OF DEFICIENCY <small>Michigan Department Of Licensing And Regulatory Affairs MICHIGAN LIQUOR CONTROL COMMISSION (MLCC) 7150 Harris Drive, PO Box 36005 Lansing, Michigan 48909-7505</small>		2014-2015	LICENSE FEE B HOTL \$.00 2014 \$ 600.00 SDM \$.00 2014 \$ 100.00 <hr/> SUNDAY SALES FEE SS (PM) \$ 90.00 <hr/> PAY THIS AMOUNT \$ 790.00 <hr/> LICENSE RELEASED <hr/> I/WE CERTIFY OUR B-HOTEL CONTAINS [7] BEDROOMS AND [/] BARS.
BUSINESS ID: 192159 PIN: zo8norix GLEN H. DAYKIN MEMORIAL HOME ASSOCIATION	LICENSE NUMBER: 02 B HOTL 159848-2013 SS 11 SDM 159849-2013 OTC - ACT		
133 E CHICAGO BRITTON, MI 49229 PO: 1 BARS PERMITS: SUNDAY SALES(PM), DANCE AND ENTERTAINMENT	D-71447 LENAWEE CURR LGU: D- 53.0 ORIG LGU: D- 53.0	B HOTL 2013 LIQUOR PURCHASES OF \$0.00 BUSINESS EMAIL BUSINESS PHONE NUMBER (517) 451-8453 CONTACT PHONE NUMBER STATE OR FEDERAL TAX ID. NUMBER 38-6148152	

SearchID	Acct	Amount	CASHIER USE ONLY	DO NOT WRITE IN THIS BOX
7540851443757	4004	\$600.00		
7540851443758	4004	\$100.00		
7540851443759	4032	\$90.00		
Total Amount Due:		\$790.00		

**** INSTRUCTIONS FOR COMPLETING THIS FORM ON REVERSE SIDE ****

CHECK BOX IF THERE IS A CHANGE IN ESCROW MAILING ADDRESS & CONTACT INFORMATION AND COMPLETE APPROPRIATE SECTION OF THE REVERSE SIDE OF THIS FORM.

By signing this form, Licensee(s) certify that they have occupancy and control over the licensed location and/or they are the owner(s) of the licensed business and the Licensee(s) agree to abide by all provisions of the Liquor Control Code and any rules issued by the MLCC. The Licensee(s) understand that submitting false or incomplete information is cause for denial of the issuance of the license and is a violation of the Liquor Control Code. Pursuant to MCL 436.2003 a person who makes a false or fraudulent statement to the commissioner, orally or in writing, for the purpose of inducing the commission to act or refrain from taking action or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 909.

<i>Laverne Eccleston</i>	LAVERNE ECCLESTON	1529th St. BRITTON, MI 49229
Licensee's Signature	Print Licensee's Name	Licensee's Home Address
517-451-8453	Posi COMMANDER.	
Home Phone Number		
Licensee's Signature	Print Licensee's Name	Licensee's Home Address
Home Phone Number		

Troubleshooting

Document List

New Search

07/15/2014 11:14 5172656624

GLASER/BAUER

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**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received: _____

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 30 days after received date is stated in the document.

Name: Larry E. Anderson
Address: 4860 Randol's Hwy.
City: Auburn State: Michigan ZIP Code: 49221

EFFECTIVE DATE: _____

Document will be returned to the name and address you enter above, if both blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I
The name of the limited liability company is: Dynamic Blendz U Top it Frozen Yogurt, LLC

ARTICLE II
The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purview for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.
Frozen yogurt store

ARTICLE III
The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV
1. The name of the resident agent at the registered office is: Larry E. Anderson
2. The street address of the location of the registered office is:
4860 Randol's Hwy. Auburn Michigan 49221
(Street Address) (City) (Zip Code)
3. The mailing address of the registered office if different than above:
P.O. Box or Street Address: _____ City: _____ Michigan (Zip Code)

ARTICLE V (Insert any drafted additional provisions authorized by the Act, attach additional pages if needed.)

Signed this 15th day of July, 2014
By: Larry E. Anderson
Larry E. Anderson
(Type or Print Name of Organizer)

07/15/2014 11:06:00 (CM1-04:00)

DYNAMIC BLENDZ U TOP IT FROZEN YOGURT, LLC

