



**CITY COMMISSION
MEETING
March 5, 2012**



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MONDAY,
MARCH 5, 2012**

The City Commission will meet for a pre-meeting study session on Monday, March 5, 2012 at 5:30 p.m. in the City Chambers Building, 159 E. Maumee St., to discuss the following:

- I. Closed session to discuss labor unions.
- II. Other items as time permits.



COMMISSION AGENDA

AGENDA
ADRIAN CITY COMMISSION
MARCH 5, 2012
7:00PM

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE FEBRUARY 20, 2012 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PUBLIC COMMENT ON AGENDA ITEMS
- VI. COMMUNICATIONS
 - 1. **C-1. Finance.** State Revenue Sharing – Update.
- VII. CONSENT AGENDA
 - 1. **CR12-008. Community Development.** Resolution to set a public hearing to hear and consider comments to an Industrial Facilities Exemption Certificate request from Evergreen Grease for an investment of personal property within Adrian Industrial Development District #39.
 - 2. **CR12-009. Community Development.** Resolution to set a public hearing to hear and consider comments to an Industrial Facilities Exemption Certificate request from Oliver of Adrian for an investment of personal property within Adrian Industrial Development District #40.
 - 3. **CR12-010. Engineering.** Resolution to award a bid for maintenance on 5 of the City's bridges.
 - 4. **CR12-011. Engineering.** Resolution to award a bid for catch basin cleaning.
- VIII. REGULAR AGENDA
 - A. ORDINANCES
 - 1. **Ord. 12-01.** Second reading and adoption of a PILOT ordinance known as the Adrian Village Tax Exemption Ordinance.
 - B. RESOLUTIONS
 - 1. **R12-020. City Attorney.** Resolution to extend the moratorium on the issuance of permits, licenses and zoning approvals for the dispensation of medical marihuana until September 4, 2012.
 - 2. **R12-021. Engineering.** Resolution to waive the bid process and authorize Tetra Tech of Ann Arbor MI in the City's Standard

Professional Services Contract to develop a conceptual plan for a Sustainable "Green" Design of the City of Adrian's downtown storm water system at a cost not to exceed \$14,500.

3. **R12-022. Utilities.** Resolution to waive the bid process and authorize Jones & Henry Engineers of Toledo, Ohio in the City's Standard Professional Services Contract to provide preliminary design engineering for the rehabilitation/replacement of the brick arch sewers in the area in and around the downtown district at a cost not to exceed \$60,000.
4. **R12-023. Utilities.** Resolution to apply for the S2 Grant for design with the Michigan Department of Environmental Quality and the Michigan Finance Authority to solicit reimbursement for 90% of the Brick Arch planning and design services contract with Jones & Henry Engineers of Toledo, Ohio.
5. **R12-024. Engineering.** Resolution to award a bid for construction of the Farmers Market structure.

IX. PUBLIC COMMENT

X. COMMISSIONERS COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
FEBRUARY 20, 2012
7:00 P.M.**

Prior to the opening of the regular meeting, the Commissioner Faulhaber motioned to go into closed session to discuss written legal opinion, seconded by Commissioner Gallatin, motion carried by a 7-0 vote. The Commission came out of closed session at 6:05 p.m. and continued their pre-meeting.

Official proceedings of the February 20, 2012 regular meeting of the City Commission, Adrian, Michigan.

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

PRESENT: Mayor DuMars, Commissioners Carrico, Warren, Gallatin, Faulhaber, Jacobson and Berryman Adams.

Mayor DuMars in the Chair.

Commissioner Warren moved to approve the minutes of the February 6, 2012 regular meeting of the Adrian City Commission, seconded by Commissioner Berryman Adams, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #3579 through #3582	\$44,813.10
General Fund Vouchers #20831 through #20841	\$220,760.92
Clearing Account Vouchers amounting to	<u>\$365,293.28</u>
TOTAL EXPENDITURES	<u>\$630,867.30</u>

On motion by Commissioner Carrico, seconded by Commissioner Faulhaber, this resolution was adopted by a unanimous vote.

PUBLIC COMMENT

James Gilbert, Director of Subsidized Housing thanked the Commission for their support of the PILOT ordinance.

CONSENT AGENDA

RESOLUTION CR12-005

RE: DEPARTMENT OF PARKS & RECREATION – Brush Grinding

WHEREAS the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Thursday, January 26, 2012 for Brush Grinding services; and

WHEREAS thirteen (13) vendors were invited to bid, with six (6) responding as follows:

VENDOR	HRLY RATE	EST HRS	SIZE	ALTERNATE HRLY RATE	ALTERNATE EST HRS	ALTERNATE SIZE
Traver Tree Service Millbury OH	\$ 425.00	150 hrs	30 in. dia Any length			
Kilanski Excavating Belleville MI	\$ 570.00	100 hrs	Any diameter Any length	\$ 640.00	100 hrs	Any diameter Any length
Go Green Company Findley OH	\$ 360.00	65 hours	24 in. dia. 12 ft length			
VanBrunt Transport Onsted, MI	\$350.00	40 – 50 hours	16 in. dia.high speed +16 dia, low speed 10 ft length	\$300.00	40 – 50 hours	16" dia high speed +16 dia. low speed 10 ft length
Werlor Waste Defiance OH	\$ 400.00	70 hours	24 in. dia 30 ft length			
Mid Mich Recycle Flint MI				\$380.00	60 hours	55 in. dia. 150 ft length

;and

WHEREAS the Parks & Recreation Director and City Administrator recommend acceptance of the low alternate hourly rate bid (which calls for removing the material from the site) for Brush Grinding services from VanBrunt Transport of Onsted, MI at a not to exceed cost (based on 50 hours of work) of \$15,000; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2011-12 Parks & Forestry and Fee Estate Operating Budgets for this purpose.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby accepts the bid and authorizes the Parks & Recreation Department to contract for Brush Grinding services from VanBrunt Transport of Onsted, MI at a not to exceed cost of \$15,000.

RESOLUTION CR12-006

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

WHEREAS the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received bids on Thursday, February 2, 2012 for uniforms for the Youth Baseball/Softball Programs; and

WHEREAS seven (7) vendors were invited to bid, however only one (1) responded:

<u>VENDOR</u>	<u>LOCATION</u>	<u>Estimated AMOUNT</u>
Mugs `n More Imaging	Adrian, MI	\$14,000.00

; and

WHEREAS, because the vendor is local and has previously provided quality uniforms and good service, the Parks & Recreation Director and City Administrator recommend acceptance of the sole bid and purchase of Baseball/Softball Uniforms from Mugs `n More Imaging, Adrian, MI at an estimated cost (depending on volume purchased) of \$14,000.00, which compares favorably with the last two year's bid prices; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2011-12 Parks & Recreation Operating Budget for this purpose in the appropriate sub-accounts for the individual activities.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby accepts the sole bid and authorizes the Parks & Recreation Department to purchase Baseball/Softball Uniforms from Mugs `n More Imaging, Adrian, MI at an estimated cost (depending on volume purchased) of \$14,000.00

RESOLUTION CR12-007

RE: TRANSPORTATION DEPARTMENT – Apply for State Operating Assistance for FY2012

FY2013 RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for Fiscal year 2013 under Act 51 of the Public Acts of 1951, as amended.

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the City of Adrian, (hereby known as THE APPLICANT) established under Act 94, to provide a local transportation program for the state fiscal year of 2013 and, therefore, apply for state financial assistance under provisions of Act 51, and

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

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

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

WHEREAS, THE APPLICANT, has reviewed and approved the proposed balanced (surplus) budget, and funding sources of estimated funds \$72,217, estimated state funds \$163,573, estimated local funds \$95,784, estimated fare box \$98,000, estimated other funds \$21,786, with total estimated expenses of \$451,360

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

HEREBY, appoints Marcia Bohannon as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2013.

I, Patricia M Baker, Clerk of the City of Adrian

THE APPLICANT, having custody of the records and proceedings of THE APPLICANT, does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of February 20, 2012, with the original minutes now on file and of record in the office and that this resolution is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Affixed seal of said City of Adrian, this 20th day of February, 2012

Signature

On motion by Commissioner Warren, seconded by Commissioner Carrico, Consent Agenda resolutions CR12-005 thru CR12-007 are adopted by a unanimous vote.

REGULAR AGENDA

ORDINANCES

1. **Ord. 12-01.** Introduction of a PILOT ordinance known as the Adrian Village Tax Exemption Ordinance.

SPECIAL ORDERS

1. **SO-1.** Public Hearing to hear and consider comments to the confirmation of the Special Assessment Roll for SAD #383 – Bent Oak from Riverside to the city limits.
No public comment
2. **SO-2.** Public Hearing to hear and consider comments to the abandonment of the alley abutting properties on Terrace Ave., University Ave., and W. Maumee Street.
Larry Heath – 1205 Terrace Ave – stated that he would like the City to mark a center line in the alley so that the property owners would know where their property ends. There was not other public comment
3. **SO-3.** Public Hearing to hear and consider comments to the abandonment of the alley access between E. Maple Street and E. Front Street between 300 N. Main Street and 123 E Front Street/124 E. Maple Ave. **No public comment**

RESOLUTIONS

RESOLUTION R12-011

RE: **ENGINEERING – Confirm Special Assessment Roll for SAD #383 – Bent Oak from Riverside to City Limits**

WHEREAS, the City Assessor has reported the Special Assessment Roll to the City commission for improvements on Bent Oak from Riverside to City Limits, together with the certificate relating thereto; and

WHEREAS, the said Roll has been filed with the city Clerk for public examination; and

WHEREAS, said notice has been given and a hearing held for the purpose of reviewing the said Roll and considering any objections thereto; and

WHEREAS, all objections to the said Roll have been duly considered.

NOW, THEREFORE, BE IT RESOLVED, that the said special assessment project cost in the amount of Five Hundred One Thousand, Four Hundred Nine and Twenty Two Cents (\$501,409.22) for said improvements on Bent Oak from Riverside to City Limits is hereby confirmed; and

BE IT FURTHER RESOLVED that said Special Assessment Roll in the amount of Fifty Seven, Two Hundred Thirty Nine and Fifty Seven Cents (\$57,239.57) for improvements on Bent Oak from Riverside to City Limits, said project being known and designated as SAD #383, be and the same is hereby confirmed.

On motion by Commissioner Carrico, seconded by Commissioner Faulhaber, this resolution was adopted by a unanimous vote.

RESOLUTION R12-012

RE: **ENGINEERING – Abandonment of the alley abutting properties on Terrace Ave., University Ave., and W. Maumee Street**

WHEREAS, during the paving of alleys around the City of Adrian several alleys were discovered that were platted but no longer function as alleys; and

WHEREAS, the City Administrator and City Engineer have determined that it would not negatively impact the city to vacate this alley as it is an unmaintained alley and does not receive funds from Act 51; and

WHEREAS, said notice has been given and a hearing held for the purpose of hearing comments and considering any objections thereto; and

WHEREAS, all objections to the abandonment have been duly considered.

NOW, THEREFORE, BE IT RESOLVED that the City Commission finds and determines it is in the best interest of the City to abandon this alley with provisions for a storm water utility access easement described as follows:

City of Adrian, Lenawee County, Michigan, Plat of College Terrace, COMMENCING at the Easternmost corner of Lot 1, thence North 55° 46' 55" West 224.78 feet along the North line of Lots 1 and part of Lot 2, thence North 88° 02' 28" West 288.60 feet along the North line of part of Lot 2 and Lots 3 through 7 to the Northwest corner of Lot 7, thence North 00° 26' 56" East 16.00 feet to the Southwest corner of Lot 28, thence South 88° 02' 28" East along the South line of Lots 28 through 23, thence South 55° 46' 55" East along the Southwest line Lots 22 through 18 and 25 feet along the Southwest line of Lot 17, thence North 87° 58' 41" West to the Point of Beginning.

The City of Adrian shall have the right to enter and be upon said premises for the purpose of repairing or maintaining the storm sewer located thereon when in its judgment the said storm sewer requires any such maintenance or repair.

Whenever repairs or maintenance of the said storm sewer is required, access thereto shall be obtained outside the said premises if possible. If not possible to obtain access outside of said premises, then access may be gained thereto on said premises. Whenever entry shall be required, the City shall restore the premises to their condition prior to entry.

As part of this vacating of the above named alley, no building shall be constructed on or over the above storm sewer line or within 10' each side of the center of the pipe.

Commissioner Faulhaber was against abandoning the alley because he was concerned with being able to access the storm sewer should there be a need. City Engineer Kristin Bauer stated that there is an easement that would allow the City access.

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

Yays: Mayor DuMars & Commissioners Gallatin, Warren, Jacobson, Berryman Adams, and Carrico

Nays: Commissioner Faulhaber

Abstained: None

RESOLUTION R12-013

RE: **ENGINEERING – Abandonment of Alley Access between E. Maple St. and E. Front St. between 300 N. Main St. and 123 E. Front St./124 E. Maple Ave.**

WHEREAS, during the paving of alleys around the City of Adrian several alleys were discovered that were platted but no longer function as alleys; and

WHEREAS, the City Administrator and City Engineer have determined that it would not negatively impact the city to vacate this alley as it is an unmaintained alley and does not receive funds from Act 51; and

WHEREAS, said notice has been given and a hearing held for the purpose of hearing comments and considering any objections thereto; and

WHEREAS, all objections to the abandonment have been duly considered.

NOW, THEREFORE, BE IT RESOLVED that the City Commission finds and determines it is in the best interest of the City to abandon this alley described as follows:

City of Adrian, Lenawee County, Michigan, Assessor's Plat No. 1 and the Original Plat, COMMENCING at the Northwest corner of Lot 1 Blk 2, thence South 63° 46' East 204.00 feet to the Northwest corner of the alley, thence South 63° 46' East 20.00 feet, thence South 26° 19' West 149.00 feet, thence North 63° 46' West 20.00 feet, thence North 26° 19' East 149.00 feet returning to the Northwest corner of the alley.

On motion by Commissioner Carrico, seconded by Commissioner Jacobson, this resolution was adopted by a unanimous vote.

RESOLUTION R12-014

CITY ADMINISTRATION – FY2012-18 City of Adrian Capital Improvement Program and FY2012-13 Capital Budget Recommendation

WHEREAS, consistent with Public Act 621 of 1978, the Uniform Budgeting Act for Local Government, the Adrian City Administration has developed a Multi-Year Capital Improvement Program (CIP), identifying specific capital projects, facilities and equipment, as well as their respective funding sources for the period FY2012-18; and

WHEREAS, on Saturday, December 10, 2011, and Monday December 12, 2011, the City Commission and the Planning Commission, as well as representatives from the Downtown Development Authority, the Brownfield Redevelopment Authority and OneLenawee (a private citizens group), met in Joint Work-Sessions to review the Capital Budget Requests submitted by Department Heads and provided input regarding priorities to the City Administration; and

WHEREAS the City Administrator established a CIP Advisory Committee, composed of the City Administrator (Chairman), Finance Director, City Engineer/DPW Director, Utilities Director, Police Chief, Fire Chief/IT Director, and Parks & Recreation Director, for purposes of reviewing Capital Project Requests and formulating a Capital Improvement Program Budget Recommendation; and

WHEREAS, within the broad categories of planning, efficient utilization of public resources, economic development, neighborhood support, and safety, the Capital Improvement Program Advisory Committee used the following criteria to evaluate the relative merit of each capital project:

Consistent with City's

Adopted Strategic Plan Projects which are consistent with the City's Adopted Strategic Plan will be given priority, (Available under Tab 2 of the FY2011-12 Adopted Budget)

Consistent with Comprehensive

Master Plan Document	Projects which are consistent with the City's Comprehensive Master Planning Document will be given priority. (Available on City's Website under I:\Community Development\Comprehensive Plan)
Asset Replacement	Evaluation and replacement of current fixed assets for purposes of maintaining current service levels will be given priority.
Leverage Grants	Projects which are eligible for public or private grant funding, with or without a local matching requirement, will be given priority.
Adopted Plans	Projects which comply with the principles and concepts of an adopted City Plan (such as the Parks & Recreation 5-Year Master Plan or Parking Lot Improvement Program) will be given priority.
Phased Projects	Projects which implement an ongoing phased project will be given priority.
Health & Safety Hazards	Projects which correct a health and safety hazard or prevent a critical breakdown in a City facility will be given priority.
Operations and Maintenance	Projects which provide a significant decrease in City operating and/or maintenance expenses will be given priority.
Job Creation & Retention	Projects which demonstrably support the creation or retention of jobs for City residents will be given priority.
Neighborhood Development	Projects which are a component of a systematic neighborhood development plan or strategy will be given priority; and

WHEREAS the City Administrator's FY2012-18 Capital Improvement Program Budget Recommendation is summarized as follows:

<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>FY2016-17</u>	<u>FY2017-18</u>
General Fund (101):					
\$ 614,100	\$ 622,100	\$ 552,900	\$ 1,192,000	\$ 403,500	\$ 379,500
Major Street Fund (202):					
\$ 234,311	\$ 235,800	\$ 721,800	\$ 240,400	\$ 193,900	\$ 399,600
Local Street Fund (203):					
\$ 347,000	\$ 327,500	\$ 241,400	\$ 311,800	\$ 292,900	\$ 373,700
Fee Estate Fund (205):					
\$ 592,000	\$ 260,000	\$ 269,000	\$ 175,000	\$ 225,000	\$ 179,000
Downtown Development Authority – Tax Increment Finance Fund (281)					
\$ 153,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Water Fund Capital Projects (496):					
\$ 544,000	\$ 507,000	\$ 479,000	\$ 278,500	\$ 299,000	\$ 494,000
Wastewater Fund Capital Projects:					
\$1,432,000	\$ 591,000	\$ 689,000	\$ 426,000	\$ 408,000	\$ 356,000
Parking Fund (585):					
\$ 430,000	\$ 119,652	\$ 152,725	\$ 0	\$ 238,326	\$ 0
<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>FY2016-17</u>

Information Technology Fund (661):

\$ 153,167 \$ 172,700 \$ 82,000 \$ 45,000 \$ 115,000 \$ 45,000

Motor Vehicle Pool (662):

\$ 252,000 \$ 195,094 \$ 163,984 \$ 69,710 \$ 330,000 \$ 282,000

Total All Funds:

\$4,880,282 \$3,201,194 \$3,554,084 \$3,128,410 \$2,527,300 \$2,793,800

WHEREAS the City Administrator recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, approves the City Administrator’s Recommended FY2012-18 Capital Improvement Program (CIP) and FY2012-13 Capital Budget for incorporation into the FY2012-13 Operating Budget and General Appropriations Act.

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

RESOLUTION R12-015

RE: Information Technology – Manager Plus Software

WHEREAS, The City of Adrian Utilities Department has used its current DOS based software in excess of 12 years; and

WHEREAS, for purposes of sharing data across locations, more effective use of human resources, improvement of services of their customers and overall enhancements that are available, the Utilities Department feels that it is in the best interest to implement a more robust software platform; and

WHEREAS, having done testing with different software programs and viewing online demonstrations recognize the benefits of ManagerPlus software; and

WHEREAS, a list of the various components and related costs are provided as follows:

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
Server license	1	\$4,496.25
Users	6	\$2,880.00
Entities	2	\$2,000.00
Implementation/Training	1	\$2,495.00
Service Agreement	1	\$1,875.20
Total		\$13,746.45

and

WHEREAS, the total cost to implement this system is \$13,746.45 including software, training and support for one year; and

WHEREAS, the Utilities Director and his Supervisors, Information Technology Director and City Administrator recommend the approval of ManagerPlus software as the preferred vendor for this purchase.

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission, by this resolution, hereby authorizes the purchase of ManagerPlus software, training and support in accordance with the City's Purchasing Policy as specified in Chapter 12 of the City Charter and Chapter 9 of the Codified City Ordinances.

BE IT FURTHER RESOLVED that \$13,746.45 be appropriated from the Information Technology Fund Unreserved/Unassigned Fund Balance Account (661-000.00-390.000) and that the FY 2011-12 Budget be amended as follows:
Information Technology Fund (661)

Revenue:	\$13,746.45
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Expenses:	
(661.290.00-811.000) Contract Services Computer Software	\$11251.45
(661.290.00-957.000) In-Service Training	\$ 2495.00

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

RESOLUTION R12-016

RE: CITY COMMISSION – amendment of Special Assessment District #WO97 to have the balance due extended for 5 years from the original termination date.

WHEREAS, the Special Assessment District #WO97 was created on March 17, 2003 for the installation of a water system to be constructed in the Wolf Ridge Development on Evergreen Drive in the City of Adrian; and

WHEREAS, the owner has paid all annual installments from said date but a sufficient number of lots have not been sold to provide adequate funds to pay the balance due as initially agreed which was to be paid within 10 years; and

WHEREAS, the owner has requested a 5 year extension of the Special Assessment indebtedness on the same terms and conditions as initially agreed; and

WHEREAS, the City Administrator has determined that there is a sufficient amount of money in the special assessment fund to enable the City to extend the balance due as requested, and believes the request is reasonable due to the difficult real estate sales climate since the water system was installed in the development.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Special Assessment District #WO97 is hereby amended to have the balance due be extended for 5 years from the original termination date provided the terms, interest rate, and all other terms in the original special assessment district are continued without amendment.

On motion by Commissioner Faulhaber, seconded by Commissioner Carrico, this resolution was adopted by a unanimous vote.

RESOLUTION 12-017

RE: **DEPARTMENT OF PARKS & RECREATION – Design Engineering services for Comstock Park retaining wall replacement project**

WHEREAS the Department of Parks & Recreation, in conjunction with the City of Adrian Purchasing Office, solicited and received proposals on Friday, February 3, 2012 for Engineering Design services for the Comstock Park retaining wall replacement project; and

WHEREAS there are funds budgeted in fiscal year 2011-12 in the amount of \$30,000 for Design Engineering and related professional services for this project in the Fee Estate Capital Improvement account, with construction of the project budgeted in the 2012-13 FY; and

WHEREAS the Parks and Recreation Department, along with the Finance Department issued a Request for Proposals resulting in six (6) submissions as follows:

<u>Firm</u>	<u>Location</u>	<u>Amount</u>
Applied Science, Inc.	Detroit, MI	\$41,000
Fleis & Vandenbrink Engineering, Inc.	Grand Rapids, MI	\$22,300
Mannik & Smith Group	Monroe, MI	\$47,726
Poggemeyer Design Group	Monroe, MI	\$95,000
ROWE Professional Services Co.	Flint, MI	\$29,815
URS	Southfield, MI	\$49,690

WHEREAS staff, including the City Engineer, Utilities Director, Parks and Recreation Director, and Superintendent of Parks and Forestry, selected and interviewed three of the firms and evaluated each firm based on staff qualifications, related project experience, scope of services, project approach, and professional fees; and

WHEREAS, after review and consensus with the staff members who interviewed the firms, the Parks & Recreation Director and City Administrator recommend selection and engagement of ROWE Professional Services Co. of Flint, MI in the City's Standard Professional Services Contract to provide design engineering and related services for this project at a cost not to exceed \$29,815; and

WHEREAS the Finance Director indicates that sufficient funds are available in the FY2011-12 Parks and Recreation Capital Improvement budget in the Fee Estate Fund for this purpose.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby accepts the bid and authorizes the Parks & Recreation Department to contract for Engineering Design and related professional services from ROWE Professional Services Co. of Flint, MI at a not to exceed cost of \$29,815.

Mark Gasche and Kristin Bauer answered Commission questions and explained the reasoning behind choosing Rowe Professional Services, Co., even though they were not the low bid.

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

RESOLUTION 12-018

RE: FIRE DEPARTMENT – 2012 Assistance to Firefighters Act / Staffing for Adequate Fire and Emergency Response Grant Program Application

WHEREAS, the Adrian Fire Chief is requesting authorization to submit a grant application under the auspices of the 2012 Assistance to Firefighters Act / Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of hiring three firefighters to replace those eliminated during the 2011-2012 budget process; and

WHEREAS, the Adrian Fire Department meets the grant priorities by filling positions that were created due to layoffs; and

WHEREAS, the grant provides for all payroll expenses; and

WHEREAS, the Human Resource Director and the Finance Director are tasked with projecting wage and benefit needs for the City of Adrian and shall provide same to the Fire Department for purposes of the grant application; and

WHEREAS, successful applicants shall be notified of an award from May thru September 2012; and

WHEREAS, a grant award will improve the safety of firefighters by ensuring all first arriving fire apparatus are staffed with a minimum of four qualified personnel thereby meeting OSHA standard 1910.134 who are capable of initiating the suppression response from within a fire building.

NOW, THEREFORE, BE IT RESOLVED that City Commission, by this resolution, authorizes the submission of a grant application to the U.S. Department of Homeland Security 2012 Assistance to Firefighters Act / Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of adding three fulltime firefighters to the Adrian Fire Department for the period allowed by grant funds.

On motion by Commissioner Gallatin, seconded by Commissioner Jacobson, this resolution was adopted by a unanimous vote.

RESOLUTION R12-019

RE: CITY COMMISSION – Execution of a new one year contract between the City of Adrian and Quick Service Transportation, Inc.

WHEREAS, the City of Adrian has been contracting Dial-A-Ride services with Quick Service Transportation, Inc. with the last contract having expired at the end of August, 2011; and

WHEREAS, a new one (1) year contract with Quick Service Transportation, Inc., has been proposed on the same terms and conditions, reference: MDOT 2012-0027/PI/SI.

NOW, THEREFORE, IT IS HEREBY RESOLVED that a new one (1) year contract between the City of Adrian and Quick Service Transportation, Inc. which is attached hereto be executed for a period ending September 30, 2012 canceling all previous contracts between said parties.

BE IT FURTHER RESOLVED that the City Commission hereby authorizes Mayor Greg DuMars and City Clerk Pat Baker to sign the aforementioned contract.

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

MISCELLANEOUS

1. Adrian Fire Department Report
2. D.A.R.T. Passenger Ridership Report
3. Departmental Report
4. Planning Commission Meeting Minutes
5. ZBA Meeting Minutes

PUBLIC COMMENTS

1. Reverend Benjamin, pastor of Christ the Redeemer Lutheran Church, wished to encourage the Commission to approve the PILOT ordinance.
2. Allen Kern – 1249 Vine St- questioned the need for new aerial photos, asked by leaves are not put on the truck when cleaned from catch basins and would still like to see a light at the 4-corners downtown.

COMMISSIONER COMMENTS

1. Mayor DuMas reminded everyone that Friday, March 2nd is the first “1st Friday” and to come and enjoy the activities downtown.

The next regular meeting of the Adrian City Commission will be held on Monday, March 5, 2012 at 7:00 p.m. in the City Chambers Building, 159 E. Maumee St., Adrian, MI 49221.

Greg DuMars
Mayor

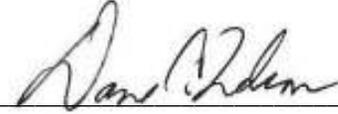
Pat Baker
City Clerk



CHECK REGISTER

March 5, 2012

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



Dane C. Nelson
City Administrator

DCN: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 #3583 through #3588	\$175,349.48
General Fund	
Vouchers #20842 through #20853	\$272,476.58
Clearing Account Vouchers	
amounting to.....	<u>\$827,914.53</u>
TOTAL EXPENDITURES	<u>\$1,275,740.50</u>

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

Mar. 5, 2012

UTILITIES FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
3583	\$62,593.06	City of Adrian Payroll	Feb. 17 payroll
3584	\$7,195.77	Citizens Gas Fuel	Feb. Utility Bills
3585	\$44,140.25	Consumers Power	Various Electric Bills
3586	\$71,167.56	City of Adrian Clearing	Feb. 20 Ck Register
3587	\$105.57	Frontier	Various Telephone Bills
3588	\$61,314.83	City of Adrian	Jan Expenses

\$246,517.04

-\$71,167.56 CK 3586

\$175,349.48 TOTAL

Water	\$128,432.42
WW	\$118,084.62

Mar. 5, 2012

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
20842	\$ 182,238.66	City of Adrian Payroll	Payroll 02/17
20843	\$ 14,113.42	First Federal Bank	Soc. Sec. 02/17
20844	\$ -	City of Adrian Utilities	EFT Transfer
20845	\$ 4,003.44	Citizens Gas Fuel	Various Heat Bills
20846	\$ 32,542.09	Consumers Power	Various Electric Bills
20847	\$ 165,992.68	City of Adrian Clearing Account	Check Register 02/20
20848	\$ 32,803.14	Lenawee Fuels	Fuel
20849	\$ 17.20	Consumers Power	Various Electric Bills
20850	\$ 3,811.31	Quick Service Transportation	Payroll w/e 02/18
20851	\$ 2,222.87	US Postmaster	Mail assessment chg notices
20852	\$ 20.00	Moesta Adams	Rec Refund
20853	\$ 704.45	Frontier	Various Telephone Bills

\$ 438,469.26

\$ (165,992.68) Less: CK# 20847

\$ 272,476.58

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. CITY OF ADRIAN	6,077.85		
2. ADRIAN DESIGN GROUP LLC	1,870.00		
3. ADRIAN MECHANICAL SERVICES C	3,183.91		
4. ADRIAN-TECUMSEH FENCE CO	451.26		
5. ADVANCE AUTO PARTS COMMERCIA	27.00		
6. AERIAL SPECIALISTS	1,047.00		
7. AIRGAS USA, LLC	718.64		
8. ALL METALS INC.	314.46		
9. ARCH WIRELESS	34.74		
10. AUTO ZONE COMMERCIAL	766.03		
11. BADER & SONS CO	543.78		
12. BAKER & TAYLOR BOOKS	1,472.89		
13. BALLOON CELEBRATIONS	380.00		
14. BANK OF NEW YORK MELLON	567,786.97		
15. BATTERY WHOLESALE	39.60		
16. GREG BELL CHEVROLET CADILLAC	135.20		
17. BLACK BOOK	174.00		
18. BOOK OF THE MONTH CLUB	39.44		
19. BWI	143.64		
20. CARGILL SALT, INC.	30,446.65		
21. CELUCH CREATIVE IMAGING	374.00		
22. GARRY CLEVELAND	160.48		
23. CLIFT BUICK-GMC	91.69		
24. COAST TO COAST DELI	80.96		
25. TERRY COLLINS	85.55		
26. COMCAST	177.54		
27. DAVE COMFORT	264.00		
28. COMFORT ENTERPRISES INC.	136.50		
29. COMMERCIAL MAINT. CHEMICAL C	355.92		
30. COMPUTER CARE COMPANY, INC.	229.85		
31. CONSUMER ENERGY	360.00		
32. CONTINENTAL CARBONIC PRODUCT	620.00		
33. CUTLER DICKERSON CO	242.16		
34. D & B ASSETS LLC	60.00		
35. THE DAILY TELEGRAM	2,111.84		
36. DIRECT TECHNOLOGY GROUP	130.00		
37. DIVERS MAST	128.00		
38. DOAN COMPANIES	1,060.00		
39. E & B SALVAGE LLC	10.80		
40. EDM PUBLISHER, INC	99.00		
41. ENGLEWOOD ELECTRICAL SUPPLY	76.09		
42. ENVIRONMENTAL RESOURCE ASSOC	274.11		
43. FASTENAL COMPANY	478.24		
44. FEDERAL EXPRESS	196.86		
45. FISHER SCIENTIFIC COMPANY LL	259.53		
46. FLOWERS & SUCH INC.	48.00		
47. GALE	306.44		
48. GALL'S INC	286.96		
49. GEOGRAPHIC INFORMATION SERVI	2,160.00		
50. GRAINGER INC.	164.00		
51. GRAINGER PARTS OPERATIONS	167.72		
52. GROSS ELECTRIC	146.32		
53. HACH COMPANY	92.68		
54. HADDEN TIRE COMPANY	50.00		
55. HOBBY LOBBY	13.98		
56. HOLBEN PROFESSIONAL EH SERVI	300.00		
57. HOTSHOTS PHOTOGRAPHY	1,235.00		
58. DAVID HUBBARD	281.17		
59. HUBBARD'S AUTO CENTER INC	970.57		
60. I.T. RIGHT	1,837.50		
61. ICMA RETIREMENT CORPORATION	317.36		
62. IMAGE GALLERY	14.28		
63. INGRAM LIBRARY SERVICES	113.18		
64. INTERNATIONAL CODE COUNCIL I	1,102.34		
65. ISA	279.00		
66. JONES & HENRY ENGINEERS, LTD	690.89		
67. JUNIOR LIBRARY GUILD	334.80		
68. K.A. STEEL CHEMICALS, INC.	2,969.28		
69. KAPNICK INSURANCE GROUP	50.00		
70. KEMIRA WATER SOLUTIONS INC	3,229.58		
71. BRENT KUBALEK	57.08		
72. LANSING SANITARY SUPPLY INC	726.84		
73. LARRY VANALSTINE	91.66		
74. LARRY'S MUFFLER	52.00		
75. LAYS AUTOMATIC TRANSMISSION	1,708.50		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. LEGACY PRINTING	371.23		
77. LENAWEE COUNTY CLERK	10.00		
78. LENAWEE COUNTY ROAD COMMISSI	187.97		
79. LENAWEE COUNTY TREASURER	31,766.46		
80. LENAWEE TIRE & SUPPLY CO, IN	555.00		
81. DUSTIN LENT	50.84		
82. LOWE'S CREDIT SERVICES	406.52		
83. MANPOWER OF LANSING MI INC.	1,228.50		
84. MASSON'S ELECTRIC, INC	2,573.25		
85. MCGOWAN ELECTRIC SUPPLY INC	472.74		
86. STATE OF MICHIGAN	38,344.90		
87. MICHIGAN STATE POLICE	4,253.00		
88. MICROMARKETING LLC	1,065.31		
89. MIDAS AUTO SERVICE EXPERTS	275.70		
90. MIDWEST GAS INSTRUMENT SERVI	745.00		
91. MIDWEST TAPE	876.85		
92. MITCHELL WELDING	43.00		
93. E.I. MORROW COMPANY	74.25		
94. MUNICIPAL EMPLOYEES' RETIRE	66,559.04		
95. MUNICIPAL WEB SERVICES	490.00		
96. NORTH EASTERN UNIFORMS & EQU	167.87		
97. OCE IMAGISTICS INC	130.63		
98. OLIVER OF ADRIAN, INC.	97.50		
99. OMNIGRAPHICS INC.	163.70		
100. PARACLETE PRESS INC	47.95		
101. PC MALL GOV	1,686.00		
102. PEERLESS SUPPLY INC	272.85		
103. PLATINUM PLUS	5,000.26		
104. QUICK SERVICE TRANSPORTATION	65.00		
105. QUILL CORPORATION	773.56		
106. RAISIN TOWNSHIP	2,700.00		
107. READER'S DIGEST ASSOC	29.98		
108. RECORDED BOOKS LLC.	503.00		
109. RED PAINT PRINTING LLC	446.00		
110. SHERWIN-WILLIAMS CO	930.00		
111. SHINE'S AUTO CLEAN	140.00		
112. SHOEMAKER HEATING INC	145.00		
113. SIEMENS INDUSTRIES, INC	698.00		
114. SIERRA MONITOR CORP	1,419.10		
115. SLUSARSKI EXCAVATING & PAVIN	5,526.00		
116. STAPLES CREDIT PLAN	218.94		
117. STEVENS DISPOSAL	200.00		
118. THE STUDIO	408.00		
119. SUPERIOR PLAY LLC	50.00		
120. TASER INTERNATIONAL INC	750.00		
121. TDS SECURITY, INC	430.50		
122. CHRIS TEAGUE	75.00		
123. THOMSON WEST	385.06		
124. TOBY'S INSTRUMENT SHOP INC	249.00		
125. TRACTOR SUPPLY COMPANY	82.78		
126. TTB CLEANING LLC	140.00		
127. UNITED PARCEL SERVICE	12.28		
128. UNUM LIFE INSURANCE COMPANY	2,101.31		
129. USA BLUEBOOK	738.06		
130. UTILITIES INSTRUMENTATION SE	877.50		
131. UTILITIES REDUCTION SPECIALI	719.12		
132. WARREN HOLDING CO LLC	343.86		
133. WESTERN LIME CORPORATION	5,042.52		
134. ROCKY WINTERS	285.33		
TOTAL ALL CLAIMS	827,914.53		



COMMUNICATIONS



MEMO

Date: March 1, 2012

To: Dane C. Nelson, City Administrator
Hon. Greg DuMars, Mayor
City Commission

From: Jeffrey C. Pardee, Finance Director

Re: **State Revenue Sharing – Update**

The State of Michigan Department of Treasury has issued the third of six Revenue Sharing payments in the State's FY2011-12 Fiscal Year. There are two components to the payments:

- I. Constitutional Revenue Sharing, which is a continuation of six (6) installments received at the end of October, December, February, April, June and August. The amount of the payments is dependent upon the amount of Sales Tax collected and distributed proportionately to municipalities based on population.
- II. Economic Vitality Incentive Program (EVIP) – formerly Statutory Revenue Sharing which was reduced by one-third (33%) and reconstituted as EVIP, which also is distributed in six (6) installments based on population. However, the EVIP Program has certain prerequisites to determine eligibility, including the following:
 - A. Accountability and Transparency (Required by October 1, 2011) – using dashboards and citizen's guides as specified by the State Department of Treasury, including public reporting of long-term liabilities for pension and other post-employment benefits (health care);
 - B. Creating a cooperation, collaboration, and consolidation plan (Required by January 1, 2012) – Collaborative efforts must be new initiatives.
 - C. Developing a compensation plan that the municipality intends to implement with any new, modified, or extended contract (Required by May 1, 2012). The compensation plan would be required to indicate intent to:
 1. Limit retirement plan costs to 10% (or 16.2% if not eligible for social security); of wages and salaries of employees in the plan.
 2. Require that any pensions be paid based on a final average compensation calculated using at least 3 consecutive years of salary.

3. Limit the amount of paid leave time, vacation time, and overtime hours used to calculated final average compensation to no more than 240 hours.
4. Limit retirement plan multipliers for defined benefit plans for employees eligible for social security to 1.5% (or 2.25% if no retirement health care is provided). Limits the multiple for employees not eligible for social security to 2.25% (or 3.0% if no retiree health care is provided).
5. If a health care plan is offered, state intent that employees pay at least 20% of the cost or adhere to a maximum employer cost of \$5,500 for a single employee, \$11,000 for a two-person contract, and \$15,000 for a family plan, or municipalities may opt out of this requirement with a two-thirds vote of the legislative body.

The City of Adrian has qualified for all three prerequisites and received the first three installments (\$67,968 for each or a total of \$203,904) on November 1, 2011, January 5, 2012, and February 29, 2012. Two (2) similar payments are expected for the balance of the City's fiscal year, for a total \$339,840, with the sixth and final payment falling in the City's FY2012-13 Fiscal Year.

The first Revenue Sharing payment for FY2011-12 (August) was received and recorded. The following schedule compares state Department of Treasury estimated payments for both Constitutional and Statutory Revenue Sharing with actual payments for the month of August:

<u>August</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
Constitutional	\$231,525	\$258,085	\$26,560	11.5 %
Statutory	184,759	158,198	(26,561)	(14.4) %
Total	\$416,284	\$416,283	\$ (1)	(0.0) %

The August payment reflects the 2010 census, with a population of 21,029 (which excludes an estimated 104 prisoners incarcerated in the Lenawee County jail).

Three Constitutional only Revenue Sharing payments have been received (October 31, and December 29, 2011 and February 29, 2012) and recorded. The following schedule compares state Department of Treasury estimated payments for only Constitutional Revenue Sharing with actual payments for the months of October and December 2011 and February, 2012:

<u>Constitutional Only</u>	<u>State</u>		<u>Variance</u>	
	<u>Estimated</u>	<u>Actual</u>	<u>Amount</u>	<u>Percent</u>
October, 2011	\$261,937	\$261,937	\$0	0 %
December, 2011	256,871	256,871	0	0 %
February, 2012	254,583	254,853	0	0 %

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



State Budget Office

Department of Technology, Management & Budget



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Wed Feb 29, 2012



View Payment Details

Review your payment details for the deposit date indicated.

Payee

Payee number: 2386004654
Payee name: CITY OF ADRIAN
Financial Institution: FIRST FED BANK OF THE MIDWEST
Payment Details Delivery Method: Web

Transaction type	Amount	Date	EFT event key	Reason
Deposit	\$322,551.00	02/29/12	V 030 003288548 0001	

Invoice / Adjustment details

Payment Key : 000 061198536
Address : 100 E CHURCH ST ADRIAN MI 492210000 USA
Mail Code: 28F

Seq # / Invoice No.	Date	Amount	Agency	Description
1/01		\$254,583.00	271 REVENUE SHARING (TREASURY) (517)373-2864 TREASORTA@MICHIGAN.GOV	101-990.00 - 575.000 CONSTITUTIONAL SALES TAX Ref #: 271 VZLRR054 001 2012

STATE REVENUE SHARING DISTRIBUTION OF CONSTITUTIONAL SALES TAX
CITY OF ADRIAN YOUR LOCAL UNIT CODE IS 46-2010

CONSTITUTIONAL:
POPULATION X DISTRIBUTION RATE = PMT AMT
21,029 X \$12.1063 = \$254,583

For estimates and actual payments, visit our web site at:
<http://treas-secure.state.mi.us/apps/findrevshareinfo.asp>
This payment reflects sales tax receipts for the months of November and December 2012.

2/16		\$22,656.00	271 REVENUE SHARING (TREASURY) (517)373-2864 TREASORTA@MICHIGAN.GOV	101-990.00, 575.001 ACCOUNTABILITY & TRANSPARENCY Ref #: 271 VZLRR054 001 2012
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ECONOMIC VITALITY INCENTIVE PROGRAM - COMBINED EVIP DISTRIBUTION
CITY OF ADRIAN YOUR LOCAL UNIT CODE IS 46-2010

ACCOUNTABILITY AND TRANSPARENCY = \$22,656
CREDIT YOUR ACCOUNT 101-000-574

FOR ADDITIONAL INFORMATION CALL 517/373-2697

3/17		\$22,656.00	271 REVENUE SHARING (TREASURY)	101-990.00 - 575.001 CONCOLODATION OF SERVICES
------	--	-------------	--------------------------------	---

(517)373-2864 Ref #: 271 VZLRR054 001 2012
TREASORTA@MICHIGAN.GOV

ECONOMIC VITALITY INCENTIVE PROGRAM - COMBINED EVIP DISTRIBUTION
CITY OF ADRIAN YOUR LOCAL UNIT CODE IS 46-2010

CONSOLIDATION OF SERVICES = \$22,656
CREDIT YOUR ACCOUNT 101-000-574

FOR ADDITIONAL INFORMATION CALL 517/373-2697

101-990.00 - 575.001

4/18 \$22,656.00 271 REVENUE SHARING (TREASURY) EMPLOYEE COMPENSATION
(517)373-2864 Ref #: 271 VZLRR054 001 2012
TREASORTA@MICHIGAN.GOV

ECONOMIC VITALITY INCENTIVE PROGRAM - COMBINED EVIP DISTRIBUTION
CITY OF ADRIAN YOUR LOCAL UNIT CODE IS 46-2010

EMPLOYEE COMPENSATION = \$22,656
CREDIT YOUR ACCOUNT 101-000-574

FOR ADDITIONAL INFORMATION CALL 517/373-2697

Subtotal: \$322,551.00

[View Payments](#)

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CONSENT AGENDA



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: March 1, 2012

TO: Hon. Greg DuMars, Mayor
City Commission
Dane Nelson, City Administrator

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Evergreen Grease IFT

Ladies and Gentlemen,

I am sending you this memo to express support for an IFT application the city has received from Evergreen Grease. Evergreen Grease is purchasing new equipment which will allow them to produce a higher grade product which will enhance their position within the industry.

Currently, Evergreen Grease employs 10 staff and all will be retained in part because of this purchase. They are seeking a twelve (12) year exemption.

I urge support for this project and respectfully request a public hearing be set for the March 19th City Commission meeting. I would be happy to respond to questions or thoughts about this request.

Best Regards,

Chris

Chris Miller
DDA & Economic Development Coordinator

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Pat Baker</i>	Date received by Local Unit <i>2/20/2012</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Evergreen Grease Service, Inc		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1445 Enterprise Dr. Adrian, MI		1d. City/Township/Village (indicate which) City of Adrian	1e. County Lenawee
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located Adrian	3b. School Code 46010
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Company processes used cooking grease/oil into feed stock for animal food producers and Bio-diesel plants. The company is adding approximately \$204,000 in new equipment.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	\$204,000.00
6c. Total Project Costs * Round Costs to Nearest Dollar	Personal Property Costs \$204,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	1/16/12	9/30/12	<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	1/16/12	9/30/12	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 10	10. No. of new jobs at this facility expected to create within 2 years of completion. 0
--	---

11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

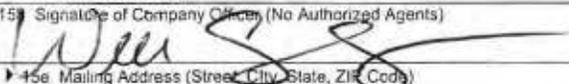
12a. Check the type of District the facility is located in
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 3/15/10	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Timothy Robinson, CEcD	13b. Telephone Number (517) 265-5141	13c. Fax Number (517) 263-6065	13d. E-mail Address trobinson@theledc.org
14a. Name of Contact Person William Singleton	14b. Telephone Number (517) 264-9913	14c. Fax Number (517) 264-0800	14d. E-mail Address evergreen@evergreengrease.
▶ 15a. Name of Company Officer (No Authorized Agents) William Singleton			
▶ 15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 264-0800	15d. Date 2-10-2012
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1445 Enterprise Dr. Adrian, MI 49221		15f. Telephone Number (517) 264-9913	15g. E-mail Address evergreen@evergreengrease.

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for ____ Yrs Real (1-12), ____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application. Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LU/CI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LU/CI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

RE: EVERGREEN GREASE, Inc. - ACT 198 INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE APPLICATION ESTABLISHMENT OF PUBLIC HEARING

RESOLUTION

WHEREAS, the State of Michigan has adopted the Plant Rehabilitation and Industrial Facilities Development Districts Act, Public Act 198 of 1974, as amended (Act 198); and

WHEREAS, Act 198 provides for creation of Industrial Development and Rehabilitation Districts, and for review and approval of exemption request certificates; and

WHEREAS, the City of Adrian has received an Industrial Facilities Exemption Certificate request from Evergreen Grease for an investment of personal property within Adrian Industrial Development District #39; and

WHEREAS, Act 198 requires notification of the City Assessor and the legislative body of each taxing unit which levies ad valorem taxes on property within said Adrian Industrial Development District #39, and provision of an opportunity to be heard on this matter prior to consideration of action of the Industrial Facilities Exemption Certificate request.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby acknowledges receipt of said Industrial Facilities Exemption Certificate from Evergreen Grease Service, Inc., authorizes the scheduling of a public hearing for Monday, March 19, 2012, 7:00 p.m. in the City Chambers Building to receive comments on this matter, and directs the City Clerk to provide notice to the appropriate taxing units and the public as required by Act 198.

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



MEMO

135 E. Maumee, Adrian, MI 49221-2703

DATE: March 1, 2012

TO: Hon. Greg DuMars, Mayor
City Commission
Dane Nelson, City Administrator

FROM: Chris Miller
DDA & Economic Development Coordinator

SUBJECT: Oliver of Adrian IFT

Ladies and Gentlemen,

I am sending you this memo to express support for an IFT application the city has received from Oliver of Adrian. Oliver of Adrian has purchased new equipment which allowed them to expand their project line and strengthen their position within the industry.

Currently, Oliver of Adrian has 6 employees; one new employee has been added as a result of this purchase. They are seeking a twelve (12) year exemption.

I urge support for this project and respectfully request a public hearing be set for the March 19th City Commission meeting. I would be happy to respond to questions or thoughts about this request.

Best Regards,

Chris

Chris Miller
DDA & Economic Development Coordinator

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Pat Baker</i>	Date received by Local Unit <i>2/27/2012</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

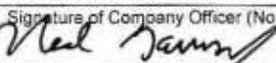
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Oliver of Adrian		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3541	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1111 E. Beecher Street		▶ 1d. City/Township/Village (indicate which) City of Adrian	▶ 1e. County Lenawee
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		▶ 3a. School District where facility is located Adrian	▶ 3b. School Code 46010
		4. Amount of years requested for exemption (1-12 Years) 12	
<p>5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.</p> <p>Company produces custom high quality drill point grinding equipment. The company is adding approximately \$65,000 in new equipment.</p>			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ _____ Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ \$65,136.00 Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar		▶ \$65,136.00 Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
<u>Begin Date (M/D/Y)</u>		<u>End Date (M/D/Y)</u>	
Real Property Improvements	▶ _____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased	
Personal Property Improvements	▶ <u>7/21/11</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 5		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 1	
11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)		_____	
b. TV of Personal Property (excluding inventory)		_____	
c. Total TV		_____	
▶ 12a. Check the type of District the facility is located in <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit) 6/6/11		▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Neal Garrison Jr	13b. Telephone Number (517) 263-2132	13c. Fax Number (517) 265-8698	13d. E-mail Address nealg@tc3net.com
14a. Name of Contact Person Mary Smith	14b. Telephone Number (517) 263-2132	14c. Fax Number (517) 265-8698	14d. E-mail Address marys@tc3net.com
▶ 15a. Name of Company Officer (No Authorized Agents) Neal Garrison Jr			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 265-8698	15d. Date 2.27-12
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1111 E. Beecher St. Adrian, MI 49221		15f. Telephone Number (517) 263-2132	15g. E-mail Address nealg@tc3net.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17 Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CR12-009

March 5, 2012

**RE: Oliver of Adrian - ACT 198 INDUSTRIAL FACILITIES TAX EXEMPTION
CERTIFICATE APPLICATION ESTABLISHMENT OF PUBLIC HEARING**

RESOLUTION

WHEREAS, the State of Michigan has adopted the Plant Rehabilitation and Industrial Facilities Development Districts Act, Public Act 198 of 1974, as amended (Act 198); and

WHEREAS, Act 198 provides for creation of Industrial Development and Rehabilitation Districts, and for review and approval of exemption request certificates; and

WHEREAS, the City of Adrian has received an Industrial Facilities Exemption Certificate request from Oliver of Adrian for an investment of personal property within Adrian Industrial Development District #40; and

WHEREAS, Act 198 requires notification of the City Assessor and the legislative body of each taxing unit which levies ad valorem taxes on property within said Adrian Industrial Development District #40, and provision of an opportunity to be heard on this matter prior to consideration of action of the Industrial Facilities Exemption Certificate request.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission hereby acknowledges receipt of said Industrial Facilities Exemption Certificate from Oliver of Adrian, authorizes the scheduling of a public hearing for Monday, March 19, 2012, 7:00 p.m. in the City Chambers Building to receive comments on this matter, and directs the City Clerk to provide notice to the appropriate taxing units and the public as required by Act 198.

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

February 28, 2012

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Bridge Maintenance Bids



We received bids on February 14, 2012 for Maintenance on five of the City's bridges. Below are the tabulations for the bids received:

CITY OF ADRIAN, MICHIGAN
BRIDGE REHABILITATION PROJECT
DUE DATE: FEB. 14, 2012

ITEM	Cross Lake Construction Horton, MI	Davis Construction Lansing, MI
Mobilization Lump Sum	\$12,000.00	\$29,350.00
Joint & Crack, Cleanout 246 ft	\$492.00	\$1,230.00
Hand Chipping, Shallow 3 sy	\$1,800.00	\$600.00
Overband Crack Fill, Roadbed .03 RBMI	\$750.00	\$1,050.00
Overband Crack Fill 246 ft	\$861.00	\$3,198.00
Hand Chipping, Other than deck 63 cf	\$3,654.00	\$3,780.00
Patch, Forming 177 sf	\$6,195.00	\$7,965.00
Structural Crack Repair 72 ft	\$4,896.00	\$3,240.00
Patching Cone, C-L 3 cy	\$6,300.00	\$7,500.00
Leaking, Joint Repair 28 ft	\$3,080.00	\$700.00
Bridge Epoxy Overlay Repair 4 sf	\$3,200.00	\$400.00
Railing Baluster Crack Repair 63 ea	\$13,860.00	\$9,450.00
Barricade, Type III, Furn 4 ea	\$440.00	\$240.00
Barricade, Type III, Oper 4 ea	\$40.00	\$4.00
Flag Control	\$3,200.00	\$10,000.00

1 LS		
Lighted Arrow, Furn 2 ea	\$1,200.00	\$900.00
Lighted Arrow, Oper 2 ea	\$200.00	\$100.00
Minor Traffic Devices 1 LS	\$2,800.00	\$31,775.00
Sign, Type B, Furn 136 sf	\$978.00	\$408.00
Sign, Type B, Oper 136 sf	\$204.00	\$136.00
GRAND TOTAL	\$66,150.00	\$112,026.00

This project will consist of several maintenance items such as bridge deck patching, baluster repair, joint repair and miscellaneous concrete repair. All items were identified in our biennial bridge inspections as items needing attention for the preservation of the bridges.

We recommend award of this bid to Cross Lake Construction of Horton, MI for \$66,150.00. This contractor has completed projects for the City of Adrian successfully in the past.

Funds for these projects are available in the Major Street Fund Account and Fund Balance: 202-473.00-801.000

RE: **DEPARTMENT OF PUBLIC WORKS –Bridge Rehabilitation Project**

RESOLUTION

WHEREAS the Michigan Department of Transportation (MDOT) requires biennial bridge inspections; and

WHEREAS the most recent inspection revealed that the following five (5) bridges require some rehabilitation:

- Church Street over the Raisin River
- College Avenue over the Raisin River
- Maple Avenue over the Raisin River
- Merrick Street over the Raisin River
- Michigan Avenue over the Raisin River; and

WHEREAS the City’s Purchasing Office, in conjunction with the City Engineer, solicited and obtained competitive bids for this project on Tuesday, February 14, 2012, with the following results:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Cross Lake Construction	Horton, MI	\$ 66,150.00
Davis Construction Company	Lansing, MI	\$112,026.00
; and		

WHEREAS the City Engineer and City Administrator recommend selecting the firm of Cross Lake Construction Company, Horton, MI to be engaged in the City’s Standard Professional Services Contract to rehabilitate five (5) specified bridges at a cost not to exceed \$66,150; and

WHEREAS the Finance Director indicates that sufficient funds are available for this purpose in the Major Street Fund Unreserved/Unassigned Fund Balance (202-000.00-390.000) and recommends that \$66,150 be appropriated and the FY2011-12 Budget be amended, accordingly.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes the selection and engagement of Cross Lake Construction Company, Horton, MI to be engaged in the City’s Standard Professional Services Contract to rehabilitate five (5) specified bridges at a cost not to exceed \$66,150.

BE IT FURTHER RESOLVED that \$66,150 be appropriated from the Major Street Fund Unreserved/Unassigned Fund Balance (202-000.00-390.000) and that the FY2011-12 Budget be amended as follows:

Major Street Fund (Fund #202)

Revenue:

Prior Years’ Revenue (202-000.00-697.000)	\$66,150
---	----------

Expenditures:

Bridge Maintenance-Contract Services (202-473.00-801.000)	<u>66,150</u>
---	---------------

Total	<u>\$ -0-</u>
-------	---------------

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

February 28, 2012

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Catch Basin Cleaning



We received bids on February 23, 2012 for Catch Basin Cleaning. Below are the tabulations for the bids received:

**CITY OF ADRIAN, MICHIGAN
CATCH BASIN CLEANING
DUE DATE: FEB. 23, 2012**

BIDDER	CATCH BASIN CLEANING	TRAFFIC CONTROL	TOTAL
Pollution Control Kalkaska MI	\$ 49.00 \$ 112,700.00		\$ 113,900.00
Progressive Sweeping Toledo OH	\$ 52.50 \$ 120,750.00	\$ 1,200.00 \$ 37,375.00	\$ 158,125.00
Terra Contracting Kalamazoo MI	\$ 52.99 \$ 121,877.00		\$ 134,885.00
National Industrial Maintenance Dearborn MI	\$ 59.50 \$ 136,850.00	Included	\$ 136,850.00
Environmental Quality Company Wayne, MI	\$ 63.00 \$ 144,900.00	\$ 1,200.00	\$ 146,100.00
Dependable Sewer Service Bay City, MI	\$ 71.75 \$ 165,025.00	Included	\$ 165,025.00
Salenbien Trucking Dundee, MI	\$ 500.00 \$ 1,150,000.00	\$ 115,000.00	\$ 1,265,000.00

We recommend award of this bid to Pollution Control of Kalkaska, MI. for \$113,900.00, this is a unit price contract and payment will be based on the count of actual basins cleaned at or near this contract amount. This contractor has completed projects for the City of Adrian successfully in the past.

Funds for these projects are available in the Storm water Utility Fund Account: 202-445.00-801.094

CR12-011

March 5, 2012

RE: **CITY ENGINEER - Authorization to Engage a Professional Services Contract to Clean Catch Basins**

RESOLUTION

WHEREAS the Adrian City Commission, by Resolution #CR12-003, dated February 6, 2012, authorized the reallocation of \$100,000 of unspent Storm Water Utility funds for the purpose of underwriting the cost of a comprehensive Catch Basin Cleaning Project; and

WHEREAS the Purchasing Office, in collaboration with the City Engineer, solicited and received sealed bids from seven (7) vendors on Thursday, February 23, 2012, with the following results:

BIDDER	CATCH BASIN CLEANING	TRAFFIC CONTROL	TOTAL
Pollution Control Kalkaska MI	\$ 49.00 \$ 112,700.00	\$1,200.00	\$ 113,900.00
Progressive Sweeping Toledo OH	\$ 52.50 \$ 120,750.00	\$ 37,375.00	\$ 158,125.00
Terra Contracting Kalamazoo MI	\$ 52.99 \$ 121,877.00	\$ 13,008.00	\$ 134,885.00
National Industrial Maintenance Dearborn MI	\$ 59.50 \$ 136,850.00	Included	\$ 136,850.00
Environmental Quality Company Wayne, MI	\$ 63.00 \$ 144,900.00	\$ 1,200.00	\$ 146,100.00
Dependable Sewer Service Bay City, MI	\$ 71.75 \$ 165,025.00	Included	\$ 165,025.00
Salenbien Trucking Dundee, MI	\$ 500.00 \$ 1,150,000.00	\$ 115,000.00	\$ 1,265,000.00

; and

WHEREAS the City Engineer and the City Administrator recommend selection of the low bidder, Pollution Control, Kalkaska, MI, for engagement in the City's Standard Professional Services Contract for the purpose of cleaning the City's 2,300 Catch Basins; and

WHEREAS the Finance Director indicates that there are sufficient funds for this purpose in the Storm Water Utility Fund (Fund 598).

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement Pollution Control, Kalkaska, MI, for engagement in the City's Standard Professional Services Contract for the purpose of cleaning the City's 2,300 Catch Basins at a unit price of \$49.00 and a cost not to exceed \$113,900.00.

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



REGULAR AGENDA

ORDINANCE 12-001

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ADRIAN BY ADDING A NEW SECTION, WHICH SECTION SHALL BE DESIGNATED AS SECTION 82.37 OF CHAPTER 82 OF SAID CODE.

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A PROPOSED MULTIPLE FAMILY DWELLING PROJECT FOR PERSONS OF LOW INCOME TO BE FINANCED OR ASSISTED PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT ACT OF 1966 AS AMENDED.

THE CITY OF ADRIAN ORDAINS:

- (a) This Section shall be known and cited as the "Adrian Village Tax Exemption Ordinance."
- (b) *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 citizens of low income and to encourage the development and rehabilitation of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401, et seq.). 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 persons of low income is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing certain property tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this Section for tax exemption and the service charge in lieu of taxes during the period contemplated in this Section are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The City acknowledges that Lutheran Social Services of Michigan (the "Sponsor") has offered, subject to receipt of a commitment for low income housing tax credits from the Michigan State Housing Development Authority, to own, rehabilitate and operate the housing development identified as Adrian Village on certain property located at 1542 Village Green Lane in the City to serve persons of low income, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all taxes.

- (c) *Definitions.*

Authority means the Michigan State Housing Development Authority.

Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

Annual shelter rent means the total collections during an agreed annual period from all occupants of the housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

Commitment for low income housing tax credits means a commitment for those tax credits allocated by the Authority provided pursuant to Section 42 of the Internal Revenue Code of the United States.

Housing development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low income.

Low income persons or families as used herein shall be the same meaning as found in Section 15(a)(7) of the Act.

Sponsor means the entity which has applied for low income housing tax credits or other financial assistance from the Authority for the housing development.

Utilities mean fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

- (d) *Class of housing developments.* It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing for low income families or persons sponsored by a nonprofit organization which has received an allocation of low income housing tax credits, as provided in the Act. It is further determined that Adrian Village is of this class.
- (e) *Establishment of annual service charge.* Adrian Village and the property on which it is constructed shall be exempt from all property taxes from and after the rehabilitated housing development has been placed into service for eligibility of the low income housing tax credits. The City, acknowledging that the Sponsor and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this ordinance and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established in this ordinance, and in consideration of the Sponsor's offer, subject to receipt of low income housing tax credits from the Authority, to participate in the sponsorship of a housing development, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to the aggregate of the following: (i) the greater of four percent (4%) of the annual shelter rents or twenty-three thousand five hundred dollars (\$23,500); plus (ii) forty two thousand eight hundred forty dollars (\$42,840) for the first year of this ordinance, increasing at two and one-half percent (2.5%) for each subsequent year, provided that the foregoing aggregate amount shall not exceed the amount of taxes which would otherwise have been paid on the housing development if the housing development were not tax exempt.

- (f) *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 Section. Provided, however, that in the event the annual service charge is not fully paid as provided in the following paragraph, the provisions of Section 15(a)(5) apply and the contract shall have no further effect and shall terminate.

- (g) *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 except that the annual payment shall be paid on or before February 14 of each year.

- (h) *Duration.* This Section shall remain in effect and shall not terminate so long as the restriction on rents and incomes under the low income housing tax credit program remains in effect or the Authority has any interest in the housing development. Provided, however, that the term of this ordinance shall not exceed twenty (20) years from the date the housing development is placed in service for eligibility of the low income housing tax credits.

INTRODUCTION..... February 20, 2012

SUMMARY PUBLISHED.....February 25, 2012

ADOPTION.....

COMPLETE PUBLICATION.....

EFFECTIVE DATE.....

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

RE: CITY ATTORNEY –Extend the moratorium on the issuance of permits, licenses and zoning approvals for the dispensation of medical marihuana

RESOLUTION

WHEREAS, the sale or dispensation of medical marihuana was not envisioned when the current zoning ordinance was adopted or recently amended and is not regulated in any way; and

WHEREAS, allowing the sale or dispensation of medical marihuana prior to the amendment of the zoning ordinance would be contrary to the City of Adrian’s code of ordinances and the 2006 City of Adrian comprehensive plan; and

WHEREAS, the City of Adrian desires to ascertain the best and safest path to compliance with the Michigan Medical Marihuana Act, PA 2008, initiated law, MCL 333.2622 et seq, in order to protect the public health, safety and welfare; and

WHEREAS, the court of appeals recently ruled that patient to patient transfers are not protected by the Medical Marihuana Act, and that case is currently under appeal to the Michigan Supreme Court; and

WHEREAS, the Wayne County circuit court has recently ruled that the Medical Marihuana Act is preempted by federal law and said decision is under appeal to the Michigan Court of Appeals; and

WHEREAS, based on the above court decisions, the contemplated zoning and licensing ordinances would not be consistent with the above interpretations of the law; and

WHEREAS, the current moratorium will expire before these issues are resolved.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the moratorium that is currently in place shall be extended until September 4, 2012.

On motion by Commissioner _____,

Seconded by Commissioner _____, this Resolution was

adopted by a _____ vote.

MEMO



DATE: March 1, 2012

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Rain Garden Study by Tetra Tech

The planter boxes at the four corners downtown are in poor shape due to age, skateboarders, and vehicle collisions over the past 20 years. The trees have also failed for a number of reasons, not the least of which is the fact that trees should not be grown in a "box". The boxes now are also full of roots, making it almost impossible to plant seasonal flowers or mums. As a result of all these factors they are not attractive and function poorly.

In the rear of City Hall, I previously experimented with small plant areas surrounded by short metal fencing. I have considered using this "look" for a replacement to the planter boxes and possible other areas downtown.

Several weeks ago Kristin Bauer was approached by representatives of Tetra Tech, which has been the main consultant for storm water concerns for the City over the past number of years. They have completed a storm water diversion plan in the City of Lansing by creating areas adjacent to streets that include various plantings and a system to divert storm water flows from the typical drainage system. They have now prepared a proposal to create a similar plan for the Adrian Downtown Area.

I would like to proceed with this proposal for three primary reasons. The first is the recognition of the failing and unattractive planter boxes along with the need to find a solution. The second is that the City has storm water issues downtown and any possibility to divert this flow of water from the sanitary sewer system is important, as we are aware that extra water enters the current brick sanitary system that is prevalent in many areas of downtown. The last reason is that the proposal, while it helps deal with some aesthetic issues, may well be funded by a number of grant opportunities which will be provided as part of this report. I would just hope that we could literally kill two birds with one stone by addressing downtown storm water needs and at the same time helping improve the downtown streetscape appearance.

Funds are available in the storm water account and as such, no general fund money would be used for this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dane C. Nelson".

Dane C. Nelson
City Administrator

DCN:mld

February 28, 2012

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Downtown Rain Gardens



In January 2012 Todd Brown and I attended a workshop on Sustainable “Green” Design. This workshop highlighted many ways to design streets and parking lots in a “green” manner and alternate ways of dealing with storm water in largely paved areas. During this workshop a project was presented that was completed on Michigan Ave in Lansing. The project article is attached.

As a result of this workshop discussions began on some of our issues downtown regarding storm water and our combined sewer system. While much of the area has storm lines we are working towards slowing water into the storm system to ease flooding potential. By diverting storm water into swales and rain gardens this lessens the “first flush” and eases flooding potential, as well as giving the water a path other than finding its way into the combined sewer system.

To begin the process of looking at the potential for constructing “rain gardens” we have secured pricing for a study from Tetra Tech. Dan Christian from Tetra Tech is a national leader in green design and the Project Manager for the Michigan Ave project in Lansing. He has a strong knowledge base on the available grants and other funding methods as well as a strong design background. It is important to have the proper ground work completed and scoping developed to aid in securing grants for this work.

Tetra Tech has provided a price of \$14,500 to assist the City in development of a conceptual plan, including costs of construction and operations/maintenance costs, grant funding potential, locations of rain gardens and cross sections. When completed the study information will be presented to the City Commission for decisions on the feasibility of continuing with this project in the 100 blocks of East and West Maumee St. and the 100 blocks of North and South Main St.

We respectfully request the Commission waive the bid process and accept this bid for this work. Funds for this work are available and will be taken from the fund balance in the storm water utility budget (598).



TETRA TECH

February 3, 2012

Ms. Kris Bauer, P.E.
City Engineer
135 E. Maumee Street
Adrian, MI 49221

Re: Downtown Rain Garden Study

Dear Ms. Bauer:

Over the last few weeks, we have discussed the rain garden project Tetra Tech completed for Lansing along Michigan Avenue. A rain garden project uses infiltration and transpiration to reduce stormwater runoff and pollution within the runoff. The Michigan Avenue project removes harmful pollutants, reduces the overall stormwater discharge, and provides an amenity to citizens.

In our discussions, you have indicated the value that such a project may bring to Adrian residents as Adrian faces the same two challenges of controlling combined sewer overflows and improving aesthetics. A logical place to start in evaluating rain garden features for downtown Adrian is to complete a scoping study to refine the concept and generate opinions of cost for the construction.

Such a study would provide numerous benefits including:

- A charter for use in seeking grant funding
- Education for elected officials and downtown stakeholders
- Cost data for future budgeting

Tetra Tech is pleased to submit our proposal for such a study within this letter.

SCOPE OF WORK

We propose the following scope of work:

1. Kickoff – Hold a kickoff meeting with select city staff to refine the goals, objectives and constraints for the project.
2. Site Walk – Walk the four city blocks of downtown to develop preliminary concepts and estimate potential rain garden locations and dimensions.
3. Concept Report – Develop a concept report (10 copies assumed) that summarizes thoughts on the rain garden plan. We anticipate the report will consist of the following features:
 - a. Plan sketch showing likely locations of gardens
 - b. Example cross sections of a garden and ornamental fencing
 - c. Initial thoughts on vegetation
 - d. Approximate O&M requirements
 - e. Opinions of probable cost for construction and O&M
 - f. An outline of potential grant funding sources and schedules

Tetra Tech

Tel: _____ Fax: _____



4. Review Meeting – We will meet with City staff to review the draft report and receive comments.
5. Final Report – We will issue a final report (15 copies assumed).
6. Commission Meeting – We will present the results of the study to the Adrian City Commission.

ASSUMPTIONS

- o The City of Adrian can provide aerial photography for use in the report
- o No surveying is proposed at this stage of the project

SCHEDULE

We can complete the draft report within approximately eight (8) weeks of scheduling our kickoff meeting.

COMPENSATION

Compensation will be based on a lump sum of \$14,500. We are prepared to enter into the City's professional services agreement upon approval.

EXECUTION

We assume the City will issue a purchase order upon approval.

Tetra Tech and its predecessor organization have been serving the City of Adrian since the 1920s. We value this relationship and would welcome this opportunity to help reinvent downtown Adrian.

Sincerely;

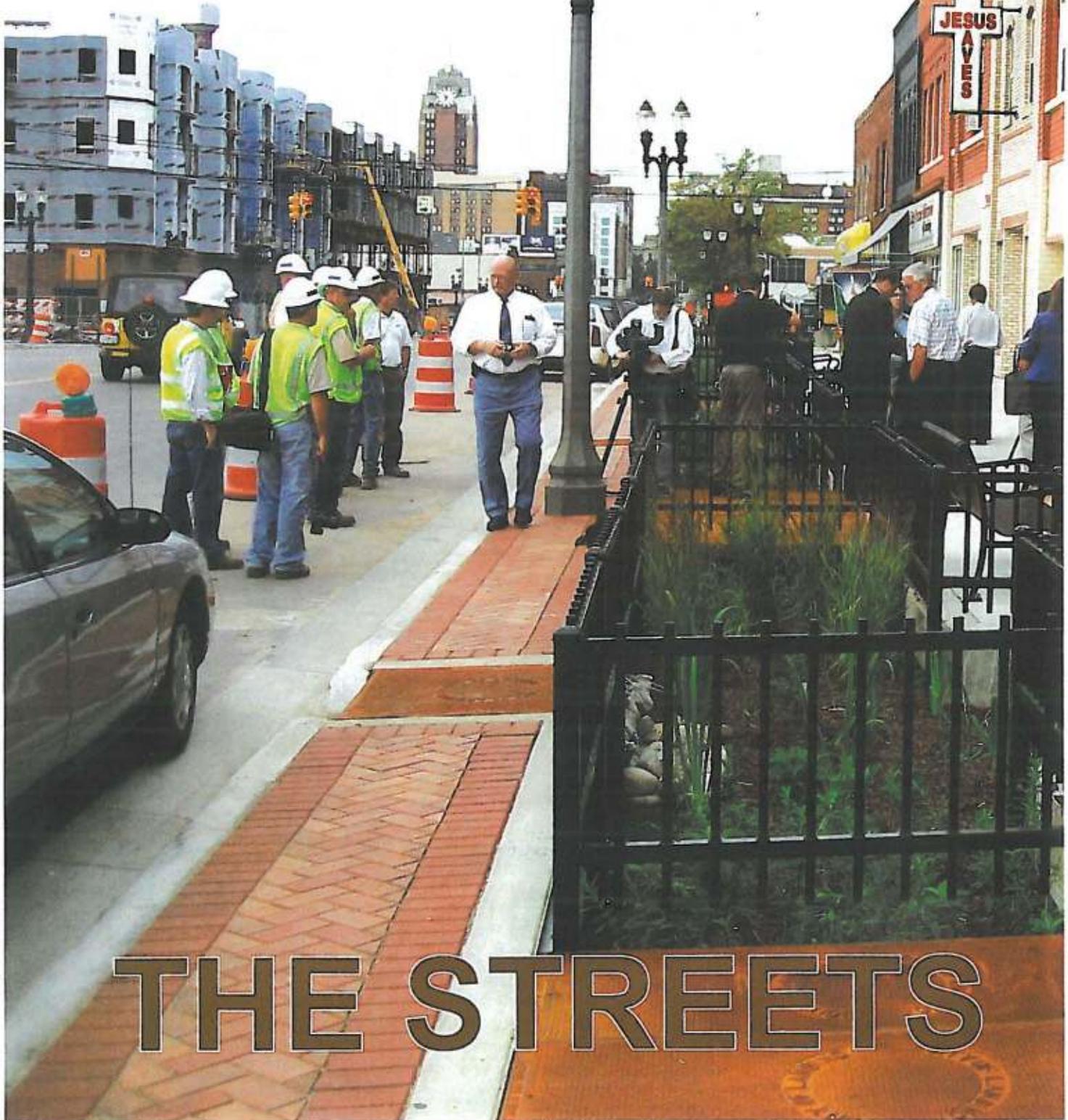
A handwritten signature in black ink that reads 'Brian M. Rubel'.

Brian M. Rubel, P.E.
Vice President

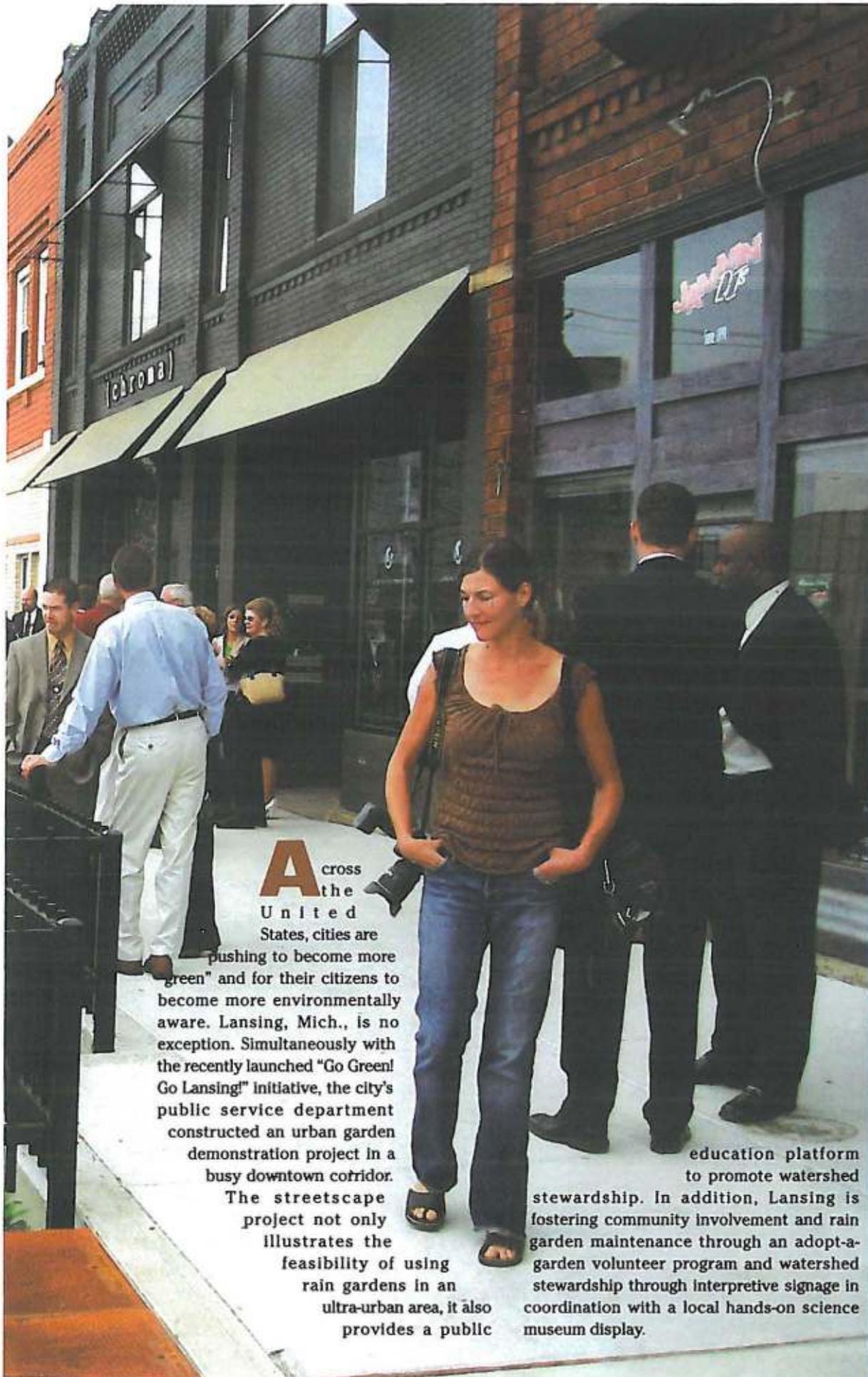
A handwritten signature in black ink that reads 'for Brian M. Rubel'.

Daniel P. Christian, P.E.
Sr. Project Manager

TAKING IT TO



THE STREETS

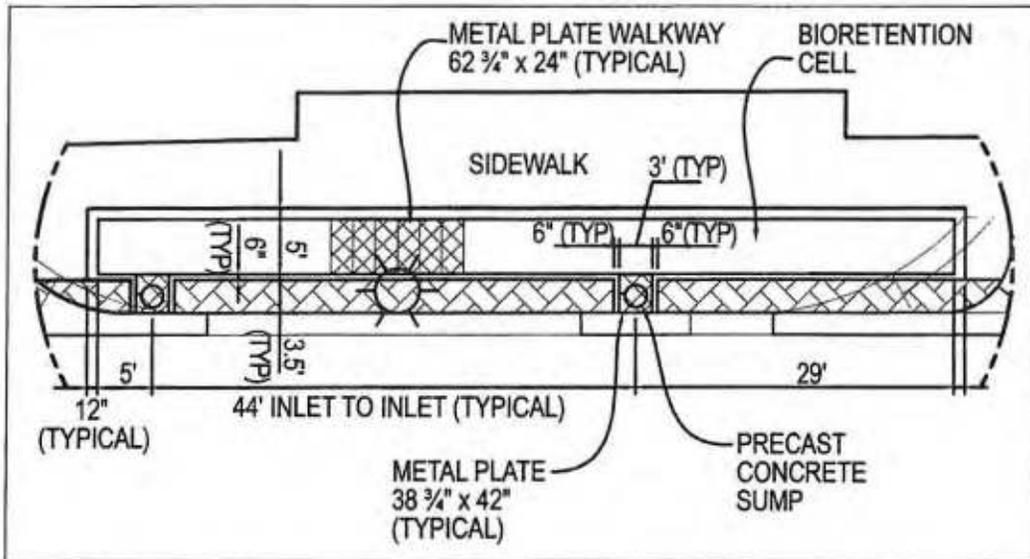


Across the United States, cities are pushing to become more "green" and for their citizens to become more environmentally aware. Lansing, Mich., is no exception. Simultaneously with the recently launched "Go Green! Go Lansing!" initiative, the city's public service department constructed an urban garden demonstration project in a busy downtown corridor. The streetscape project not only illustrates the feasibility of using rain gardens in an ultra-urban area, it also provides a public

education platform to promote watershed stewardship. In addition, Lansing is fostering community involvement and rain garden maintenance through an adopt-a-garden volunteer program and watershed stewardship through interpretive signage in coordination with a local hands-on science museum display.

Urban rain gardens help a Michigan city manage stormwater, educate public

Anne M. Thomas, Daniel P. Christian, Chad A. Gamble, and John T. Killips



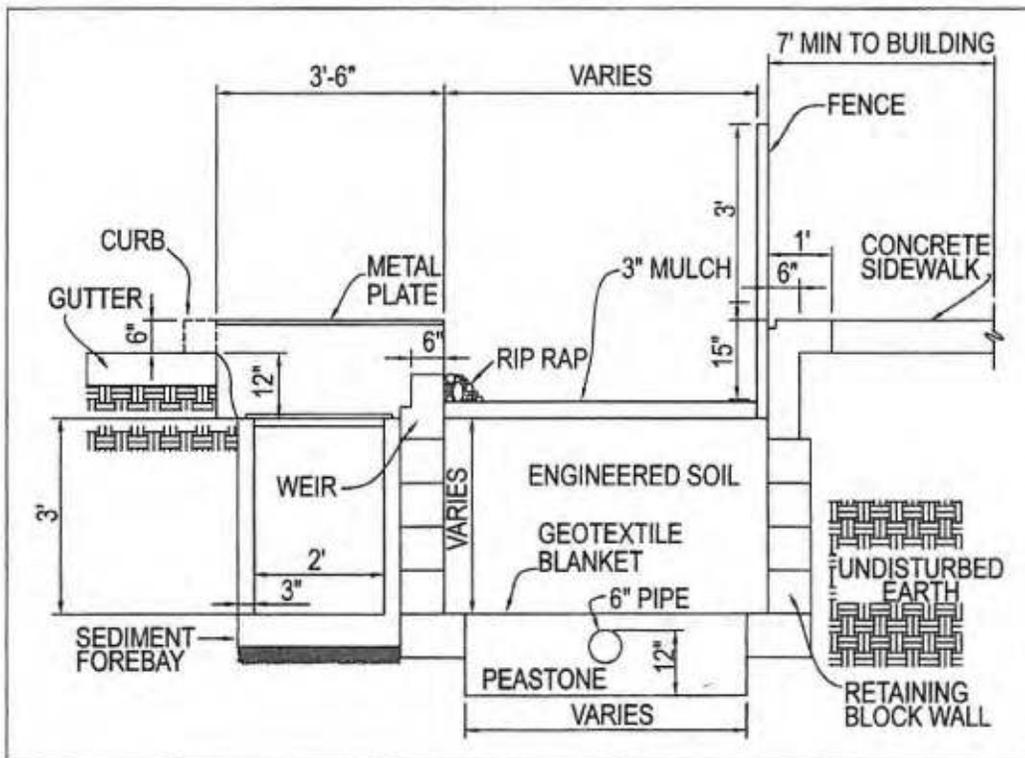
The rain gardens are located along four blocks of Michigan Avenue between Larch Street and Pennsylvania Avenue — a busy corridor leading up to the Michigan Capitol Building with a variety of businesses, restaurants, and bars and the local baseball stadium.

The Michigan Avenue rain garden project was funded through a federal transportation enhancement fund that was administered by the Michigan Department of Transportation and

a Clean Michigan Initiative grant through the Michigan Department of Environmental Quality. The project cost approximately \$1 million, or about \$1313/m² (\$122/ft²).

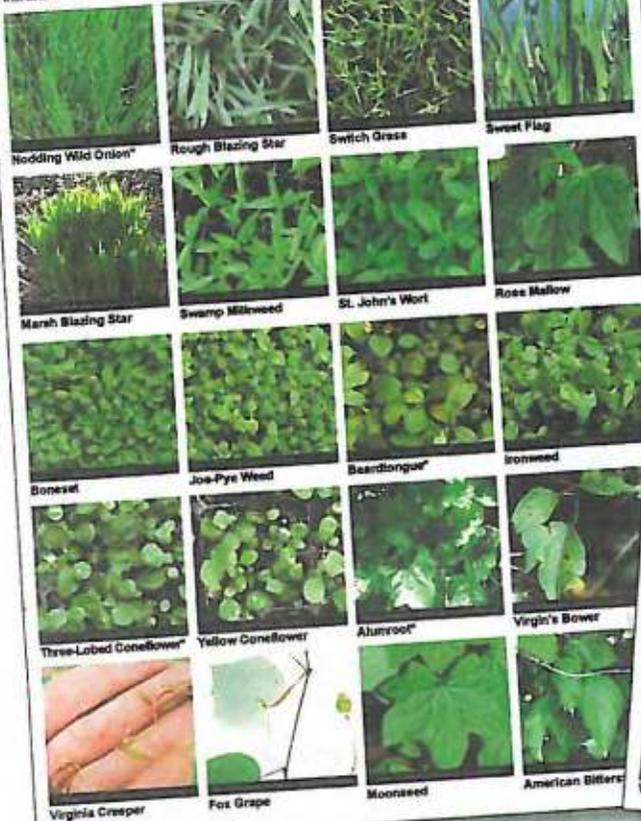
Ultra-Urban Rain Garden Design

Engineered rain gardens, or bioretention swales, refer to shallow, landscaped depressions that treat runoff using pollutant-removal mechanisms that function in natural ecosystems; settling,



KEEPERS

Native plants may look like weeds when they pop up in the Spring, but the plants shown on this side are the "keepers" that we want in the rain gardens. If you aren't sure if a plant is a weed or a keeper, check with an expert before removing any grasses. Plant names with an asterisk (*) will most likely be found under trees.



WEEDS

The plants shown on this side are considered weeds that don't belong in the rain gardens. There are many more weeds that are not shown, but these are the top 16 most common weeds people in activity prohibited. For more details about these and other common weeds in Michigan, please visit www.michiganweeds.com and www.michiganweeds.net.



Photo credits cited with each image. Thank you to all of the photographers who made this guide possible!

Thank You
Adopt-a-Garden
Volunteers!



filtration, adsorption, microbial breakdown, and nutrient assimilation. Surface runoff is directed into a bioretention area, where it temporarily ponds before infiltrating through mulch and soil media planted with vegetation. The infiltrated water percolates into native soils or, if necessary, enters a perforated underdrain that discharges to a waterbody or storm drain system.

The rain gardens were included in an overall streetscape designed to address stormwater quality and provide a water quality demonstration project for the City of Lansing. The goals of this unique retrofit project include beautifying the corridor, treating the "first flush" of runoff, educating the public, and providing a pedestrian-friendly environment. Additionally, the rain gardens help attenuate peak flows for approximately 90% of the rainfall events and increase the available capacity in the existing storm sewer system.

The general design of the rain gardens can be described as a depressed 1.5-m-wide (5-ft-wide) trench running behind the curb. The curb cuts direct runoff into the gardens, and

the water is filtered through the vegetation and soil. The filtered water is allowed to recharge the groundwater tables or may be discharged through an underdrain connected to the existing storm sewer system. Design elements heeding

Rain garden volunteers use these identification guides to distinguish desirable plants from weeds.

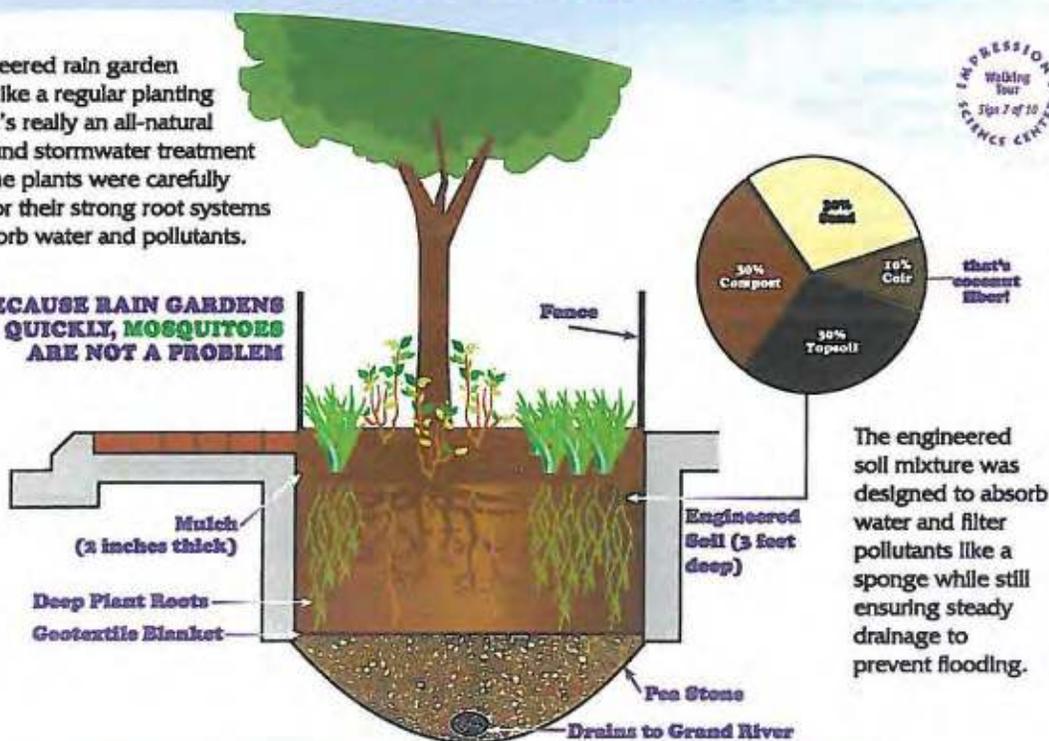
A curbside rain garden along Michigan Avenue.



OUT OF SIGHT

This engineered rain garden may look like a regular planting bed, but it's really an all-natural underground stormwater treatment system! The plants were carefully selected for their strong root systems which absorb water and pollutants.

BECAUSE RAIN GARDENS DRAIN QUICKLY, MOSQUITOES ARE NOT A PROBLEM



You can help by:

- Planting trees in your yard
- Choosing native plants for your garden
- Directing your downspouts away from storm drains



the characteristics of this ultra-urban area include a masonry-block retaining wall, a precast concrete sump (sediment forebay), a metal-plate walkway, and fencing.

The design of the rain gardens was completed through collaboration between the City of Lansing and several consulting firms, including Tetra Tech (Pasadena, Calif.), C2AE (Grand Rapids, Mich.), and Wildtype Design, Native Plants and Seed (Mason, Mich.). Figure 1 (p. 3) shows a typical layout, and Figure 2 (p. 3) shows a typical cross-section.

Plants and Soil Mixture

Perennials, trees, and shrubs were chosen for this project and were identified by a landscape architect and Michigan native-plant propagator. Plants were chosen for their tolerance to road salt, drought, and flooding, as well as for their height and showiness, and are predominantly plants native to Michigan. Since beautification is a primary goal of this project, all growth has to

look attractive.

The soil mixture used for this project was selected to retain enough water to sustain the tall floral plants chosen for this application while providing a slower infiltration rate of about 8.4 mm/h (0.33 in./h). The landscape architect who specified the soil mixture noted that the extensive root system of the native plants will keep the soil permeable.

To meet the goals of the soil media, the engineered soil mixture consisted of the following constituents by volume:

- 30% clean sand (Michigan Department of Transportation 2NS fine aggregate);
- 30% topsoil (10% sand, 40% silt, 40% clay, 10% organic matter) free of weeds, sod, stone, roots, and clay;
- 10% coir fiber; and
- 30% aged municipal compost (aged 12 months).

CLEANER and GREENER

The City is committed to "Working Toward a Cleaner Greener Lansing." These engineered rain gardens are a perfect example of how the City is blending environmental protection with revitalization and beautification in an effort to Go Green!



Learn more about the City of Lansing's environmental protection efforts at www.goGREENgoLANSING.com



RAIN GARDEN BENEFITS:

- Improve Grand River water quality
- Filter stormwater with attractive native plants that require no chemicals or fertilizers
- Bring color and movement to the Capitol corridor
- Build community spirit
- Attract visitors
- Provide educational opportunities
- Offer pedestrian-friendly walkways with easy access to storefronts

Community Involvement

Lansing wanted to engage the public during all aspects of this project, particularly the adjacent business owners who, at a minimum, would be viewing the rain gardens out the front of their stores. Therefore, during the early stages of planning in 2005, city officials met with the adjacent business owners to discuss the possibility of rain gardens for stormwater treatment. No objections were made, so the city progressed with the design of the project.

During the project design, funding was still being finalized, which prompted an unexpected education effort targeting the Lansing City Council. The project went before the council for approval but was met with great resistance by a majority of council members. The project was voted down for its lack of secured funding and doubts about its necessity. By happenstance, a council member was not present at the vote, so one supportive council member called for the issue to be brought back for another vote. At

this juncture, a great education effort ensued. With the support and rallying efforts of local environmental groups, a City Council member, and the county drain commissioner, the project was approved by the City Council in February 2006 with the understanding that city funds would not be needed.

Following these initial education efforts and the critical involvement of community members, the city began planning for ongoing community involvement in the rain gardens, particularly for ongoing maintenance and watershed stewardship education.

Adopt-a-Garden Program

The city recognized that maintenance of the gardens was critical to ensure successful stormwater management along the rain garden corridor. It also knew that maintenance had an associated cost. Therefore, officials investigated the possibility of an adopt-a-garden program. Businesses or groups would be invited to "adopt"

Interpretive signs along the rain garden corridor educate the public and promote watershed stewardship.

Rain Garden Maintenance Tasks

Task	Description	Frequency (once established)	Annual labor and material cost ¹	Volunteer assistance
Weeding	Weeding to control unwanted vegetation, no herbicides	Spring, midsummer, late summer	Labor, \$2000 Material, \$100	Yes
Litter removal	Litter removal for aesthetics and function	Every 2 weeks (May – October)	Labor, \$4000 Material, \$200	Yes
Plant thinning	Maintain original balance and proportion of species	Spring and fall	Labor, \$1500 Material, \$100	Yes
Plant replacement	Replace dead or diseased plants, as noted in fall	Spring	Labor, \$1000 Material, \$500	Yes
Mulching	Placement of 50 mm (2 in.) of untreated mulch	Every 2 years and as needed	Labor, \$700 Material, \$1000	Yes
Pruning	Prune trees and shrubs to maintain aesthetics	Spring and fall or as needed	Labor, \$700 Material, \$100	No
Drought weather watering	Water plants during times of severe drought	As needed	Labor, \$250 per drought Material, \$100	No
Sump cleaning	Inspect and remove litter and sediment from sump	Semiannually or as needed	Labor, \$2500	No
Underdrain maintenance	Inspect and clean underdrain to avoid basement flooding	1 block each year	Labor, \$650	No

¹Labor cost assumes only city crews are used without assistance from volunteers.

a garden, taking responsibility for simple maintenance tasks, such as weeding and litter pick-up. In turn, a discreet sign would be placed within the adopted garden displaying the adopter's name.

A landscape architect determined maintenance needs for the rain gardens, which prompted development of a maintenance manual. As some tasks can be completed by volunteers while others must be conducted by city crews, the city developed a second maintenance guide specifically for the

volunteers. The table above shows a summary of the maintenance tasks from the *Michigan Avenue Bioretention Facilities Maintenance Guide*. It includes a description of each task, task frequency once the plants are established, labor and material cost, and whether volunteers can assist.

To incorporate volunteers into the maintenance tasks, the city established an annual Spring Work Day. The city's rain garden coordinator schedules the day and ensures that the city removes a section of the decorative fencing surrounding each rain garden for volunteer access. City staff overseeing the Spring Work Day are trained to distinguish desirable plants from weeds, and those working in the gardens can refer to a colorful plant identification guide for assistance.

Watershed Stewardship Education

Although the adopt-a-garden program is expected to help significantly with maintenance of the rain gardens, it also is a key educational opportunity for promoting watershed stewardship to the volunteers. A broader audience also benefits from a sequence of 10 interpretive signs dispersed along the rain garden corridor. The signs contain messages ranging from the general (such as the import-

The city enjoyed the early support of adjacent business owners who would be viewing the rain gardens from their stores.



ance of trees and native plants) to the specific (such as the operation of the Michigan Avenue rain gardens). The signs are mounted on the fence posts, and the stormwater messages are portrayed extensively through graphics with supplementary text. The sign height and information provided are designed to catch the interest of both elementary students and adults.

The rain gardens bolstered by the interpretive signs are expected to attract passers-by, visiting water resource professionals, and students. To assist with student education, the city formed a partnership with the local hands-on science museum, a destination for elementary students across the state. The museum has plans to create an interactive, near full-scale cross-section of a rain garden within the museum that will segue to a walking tour of the actual rain gardens only a few blocks away.

As a result of this project and the accompanying education efforts, Lansing hopes to obtain citizen support for including stormwater best management practices in its ongoing combined-sewer separation projects, which ideally will save on infrastructure costs. In coming years, the city plans to monitor the bioretention cells for plant survivability, changes in flow, and changes in infiltration rate to gain a better understanding of the benefits of bioretention.

Through its adopt-a-garden program, interpretive signage, and complementary museum involvement, the city hopes that residents and businesses within Lansing will have a better understanding of their role and the city's role in protecting their watershed. To this

TREES ARE COOL!

Concrete and building materials in urban areas absorb the sun's heat and raise the temperature of rain water as it runs over these hard surfaces. When this heated runoff enters the river, it disturbs the ecosystem and harms aquatic life.



The engineered rain gardens (bioretention areas) along Michigan Avenue feature a variety of plants, shrubs, vines, and trees. The trees help lower the temperature in the surrounding area, keeping rain water cool and making our rivers healthier!

You can help by:

- Planting trees
- Installing a rain garden
- Reducing hard surfaces



end, Lansing also will be monitoring the social acceptance of the rain gardens by the general public, the adjacent business owners, and municipal staff.

The authors would like to thank the Michigan Department of Environmental Quality Water Bureau and the Michigan Department of Transportation in conjunction with the Federal Highway Administration for providing funding for this project and contributing to crucial planning efforts. They also thank the Impression 5 Science Center (Lansing, Mich.) for input into the development of the interpretive signage.

Anne M. Thomas is a Water Resources engineer and group leader, Daniel P. Christian is director of Water Resources, and John T. Killips is a civil/site project manager in the Lansing, Mich., office of Tetra Tech (Pasadena, Calif.). Chad A. Gamble is director of Public Service for the City of Lansing, Mich.

The interpretive signs highlight key messages and are designed to interest passersby of any age.



TETRA TECH

www.tetrattech.com

R12-021

March 5, 2012

RE: CITY ENGINEER – Application of Sustainable “Green” Design to Downtown Storm Water System

RESOLUTION

WHEREAS the City Engineer is desirous of applying Sustainable “Green” Design concepts to the City of Adrian’s downtown storm water system; and

WHEREAS the intention of sustainable design is to "eliminate negative environmental impact completely through skillful, sensitive design"; and

WHEREAS, beyond the "elimination of negative environmental impact", sustainable design involves creative projects that are meaningful innovations that can shift our behavior, such as such as diverting storm water into swales and “rain gardens”, which eases flooding potential, as well as giving storm water an alternate path from finding its way into the City’s sanitary sewer system; and

WHEREAS the City Engineer solicited and received a proposal from Tetra Tech, an Ann Arbor firm that provides environmental engineering and consulting services, in the amount of \$14,500 to assist the City in the development of a conceptual plan for said project, including cost of construction and operations/maintenance costs, and locations of gardens and cross-sections, as well as identification of potential grant funding for project implementation; and

WHEREAS THE City Engineer and City Administrator recommend adoption of this resolution and the engagement of Tetra Tech, Ann Arbor, MI, in the City’s Standard Professional Services Contract to develop a conceptual plan for a Sustainable “Green” Design of the City of Adrian’s downtown storm water system at a cost not to exceed \$14,500 and, furthermore that, in the best interests of the City, the competitive bid process be waived, in accordance with the City’s Purchasing Policy as specified in Chapter 12 of the City Charter and Section 2-304 of the Codified City Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the City Commission, by this resolution, hereby authorizes the engagement of Tetra Tech, Ann Arbor, MI, in the City’s Standard Professional Services Contract to develop a conceptual plan for a Sustainable “Green” Design of the City of Adrian’s downtown storm water system at a cost not to exceed \$14,500.

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

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

MEMO



DATE: March 1, 2012

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Brick Arch Sewer System

I have reviewed the request of the Director of Utilities to waive the bid process in order to authorize Jones & Henry Engineers of Toledo, Ohio to provide preliminary design work for the rehabilitation and replacement of the brick arch sewer system in the downtown area. I have discussed this with the Director of Utilities, who advises me that Jones & Henry has been our primary contract for sanitary sewer issues and he is comfortable with their work and prior pricing. The current plan is for this work to precede all of the work that will be completed in the renovation of the downtown parking lots, so it is important that the planning process take place at this time.

There are two resolutions for the commission to consider. The first is for the retention of Jones & Henry and to waive the bid process, which I recommend for the above reasons. The second is to authorize the Utilities Director to apply for a grant with the Michigan DEQ requesting reimbursement of 90% of the design services. The Utilities Director has a positive feeling that the grant will be approved based on communications that he has had with the individuals involved with the grant process. However, whether or not the grant is actually received, it is important to proceed with the planning process and it is recommended that both resolutions are adopted for the above reasons.

Respectfully submitted,

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

Dane C. Nelson
City Administrator

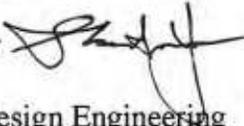
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MEMORANDUM – UTILITIES DEPARTMENT

DATE: February 28, 2012

TO: Dane C. Nelson, City Administrator

FROM: Shane A. Horn, Utilities Director 

SUBJECT: Brick Arch Sewer Preliminary Design Engineering

Attached is a proposal from Jones & Henry Engineers of Toledo, Ohio to provide preliminary design engineering for the rehabilitation/replacement of the brick arch sewers in the area in and around the downtown district. Most of the original 1870's downtown sewer is comprised of the brick arch. This brick arch is below many downtown structures where accessibility is a definite issue. The Engineering Department has released a tentative paving schedule for the downtown lots where our brick arch sewer passes underneath three of these lots. Jones and Henry's proposal would evaluate the condition of the combined brick arch sewer utilizing closed circuit televising and smoke testing to identify storm water sources and other inflow sources and pipe defects. The connected storm water connections need to be confirmed and traced to develop plans to remove them from the brick arch and reroute to another storm sewer. The ultimate goal of this project would be to structurally address deficiencies within the brick arch as well as identifying sources of storm water to continue the process of separating storm water from the sanitary flow to alleviate excessive flows during rainfall events. Based on the field work a list of alternatives will be presented to address the brick arch sewer, the alternatives will be evaluated for cost, reliability, useful life, and apparent risks.

We have utilized the services of Jones & Henry Engineers of Toledo, Ohio for many years at both our wastewater treatment plant and in our sewer collection system. They have designed and engineered several sewer separation projects in the past for the City and have a great understanding of our collection system challenges. The proposal from Jones & Henry for the preliminary design of the rehabilitation/replacement of brick arch sewers in the downtown area totals \$60,000. I respectfully recommend that the bid process be waived in this case due to the many successful past projects we have had with this firm and their knowledge and familiarity with our collection system. Funds for this project are available in the Sewer Collection System Capital Budget (497-555.00-975.142).

cc: Jeff Pardee, Finance Director
Steve Eberle, O&M Superintendent



Jones & Henry Engineers, Ltd.

3103 EXECUTIVE PARKWAY, SUITE 300, TOLEDO, OHIO 43606 • 419/473-9611
www.jheng.com Fax • 419/473-8924

February 17, 2012

Mr. Shane Horn
Director of Utilities
135 East Maumee Street
Adrian, Michigan 49221-2773

Subject: Proposal for Preliminary Design of Rehabilitation/Replacement
of Brick Arch Sewers in Downtown Adrian

Dear Mr. Horn:

Jones & Henry is pleased to submit our proposal for the preliminary design of the rehabilitation/replacement of the brick arch sewers in the downtown area of Adrian.

Statement of Understanding

The City of Adrian wants to undertake a project to rehabilitate or replace, if necessary, the brick arch sewers in the downtown area. There are three separate sections of brick arch sewers with horizontal spans of approximately 36 inches. The sewers were constructed as combined sewers originally. Over time, much of the storm drainage to the brick arch sewers has been removed or diverted. The remaining active sanitary sewer and storm sewer connections to the brick arch sewers are not completely known.

The brick arch sewers are routed in parking lots, under buildings, and in alleys between street rights of way. Access to the brick arch sewers is difficult in many areas and the failure of the sewer could have serious results. The City of Adrian is planning to repave and repair several parking lots that are over the brick arch sewers. They want to avoid excavating new pavement and the potential problems that could occur under buildings due to failure of the brick arch sewers. The City now wants to undertake a preliminary design to locate the brick arch sewer and associated manholes, determine the active connections to the sewer along with identifying if they are sanitary or storm water sources, and assess the condition of the sewer. The preliminary design will also develop a plan to rehabilitate or replace the existing brick arch sewers and determine an estimate of cost for the planned work.

The City now intends to fund the design work for the project through an S-2 Grant.



Mr. Shane Horn
February 17, 2012
Page 2

Project Approach

Our approach to the project will include the following tasks:

1. Collect information in-house from the Phase 1 and Phase 2 sewer projects done by Jones & Henry
2. Collect information from the City including GIS data for the individual manholes, inspection reports, and individual property and public rights of way and easement information. Obtain information about private utilities in the project area.
3. Conduct field investigation of the brick arch sewers. The field investigation will include locating and entering each manhole on the sewers, assessing the condition of the manhole and make initial observation of the sewer entering the manhole that includes obtaining the dimension and shape of the brick arch sewer and its condition.
4. The field investigation will be done with a three-person crew. Jones & Henry will provide two people and the City will provide the third person.
5. The brick arch sewers will be smoke tested along with the tributary storm sewers, if necessary to identify storm water connections and other inflow sources and pipe defects. The connected storm sewers need to be confirmed and traced to develop plans to remove them from the brick arch and reroute to another storm sewer.
6. Smoke testing will be done with a three-person crew. Jones & Henry will provide two people and the City will provide the third person.
7. An alternate task will be installation of four flow meters in the brick arch sewers. Flow data will be useful in determining peak flows and the magnitude of flow increase from average to peak flows. Use of the flow meters will be dependent on the cross-section shape of the brick sewers and their conditions. It is now intended to use the City's flow meters based on our initial discussions with them. We can assist with the installation, data downloads, and maintenance of the flow meters.
8. The brick arch sewers will be inspected with a CCTV camera to determine the conditions of the sewer and to locate lateral sewer connections to it. Jones & Henry will sub-contract the video inspection as requested by the City. Jones & Henry will have one person in the field when the video inspection is being done.



Mr. Shane Horn
February 17, 2012
Page 3

9. Review video inspection recordings and field inspection data to assess pipe conditions, noting pipe shape and size, physical conditions of sewers, location, size, and type of lateral sewers connections and whether they are active or abandoned.
10. Prepare preliminary plan and profiles of the brick arch sewers to present the findings of the investigations done during the preliminary design. Existing GIS mapping and property/rights of way mapping will be used to develop the plan view. We have found this to be an effective way to review the collected data and define the problems.
11. Develop alternatives to address the identified problems. The alternatives will consider rehabilitating the existing brick arch pipe or replacing it. The alternatives will be evaluated for costs, reliability, useful life, and apparent risks.
12. A report will be prepared to present the findings of the inspections, alternatives descriptions, and evaluations, estimates of costs and recommendations. The report will be submitted to the City in a draft form for their review and comment. A final report will be prepared after we have met and discussed the draft report with the City.
13. We anticipate having three meetings with the City to discuss the project throughout the course of the preliminary design. Additional meetings will be held as necessary or requested by the City.

Estimated Fee

Our total estimated fee for the preliminary design is \$60,000.

This is based on three cost items

Preliminary design	\$39,000
CCTV inspection by subcontractor	\$17,000 *
Flow Monitoring	<u>4,000 *</u>
	\$60,000

* We will obtain quotes from several contractors to do the CCTV inspections and we will not proceed with the CCTV inspection without approval from the City. \$17,000 represents a budget number for this item.

** Flow metering will not be done until after the conditions of the brick arch sewer are known and the work is authorized by the City.

Actual cost will be on a time and expense basis and will not exceed the estimated amount without approval by the City.



Jones & Henry Engineers, Ltd.

Mr. Shane Horn
February 17, 2012
Page 4

We appreciate being considered for this project and look forward to working with the City on the project. If you have any questions or need additional information, please contact me.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

A handwritten signature in black ink that reads "Joseph A. Hotz". The signature is fluid and cursive, with a large initial 'J'.

Joseph A. Hotz, P.E.
Vice President

A handwritten signature in black ink that reads "Michael L. Karafa / bjm". The signature is cursive and includes the initials "bjm" at the end.

Michael L. Karafa
Project Engineer

JAH/bjm

RE: UTILITIES DEPARTMENT –Wastewater Collection System – Brick Arch Preliminary Design Engineering

RESOLUTION

WHEREAS the Adrian City Commission, by Resolution #R12-014 dated February 20,2012, adopted the FY2012-18 Capital Improvement Program (CIP) and FY2012-13 Capital Budget, which includes plans for a multi-year project to reconstruct downtown parking lots, both surface and subsurface infrastructure; and

WHEREAS the Utilities Director, in collaboration with the City Engineer, is charged with implementation of the aforementioned plan, which includes rehabilitation/replacement of the brick arch sewers, dating back to 1870, in and around the downtown district; and

WHEREAS the Utilities Director has solicited and received a proposal from Jones & Henry Engineers of Toledo, Ohio, a firm with extensive knowledge of the City’s Wastewater System, to develop a preliminary design document to rehabilitate/replace the existing brick arch structures and determine an estimated cost for the planned work, for a cost of \$60,000; and

WHEREAS the Finance Director indicates that there are sufficient funds available for this purpose in the Wastewater Capital Project Fund (497-555.00-975.142); and

WHEREAS the Utilities Director and City Administrator recommend approval of this resolution to engage Jones & Henry Engineers of Toledo, Ohio in the City’s Standard Professional Services Contract to develop a preliminary design document to rehabilitate/replace the existing brick arch structures below downtown Adrian and determine an estimated cost for the planned work at a cost not to exceed \$60,000.00, and that the bid process be waived.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the engagement of Jones & Henry Engineers of Toledo, Ohio in the City’s Standard Professional Services Contract to develop a preliminary design document to rehabilitate/replace the existing brick arch structures below downtown Adrian and determine an estimated cost for the planned work at a cost not to exceed \$60,000.00

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

On motion by Commissioner _____,

Seconded by Commissioner _____, this

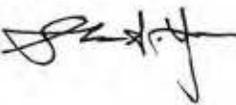
Resolution was adopted by a _____ vote.



MEMORANDUM – UTILITIES DEPARTMENT

DATE: February 28, 2012

TO: Dane C. Nelson, City Administrator

FROM: Shane A. Horn, Utilities Director 

SUBJECT: S2 Grant Application

The Michigan Department of Environmental Quality and the Michigan Department of Treasury currently offers grant assistance to municipalities to cover the costs of completing planning and design projects to better address wastewater system needs and solve water quality problems. Initially this grant program was intended to cover planning and design costs for projects that would ultimately be funded by the State Revolving Fund (SRF). They have modified the grant to include projects that potentially could be funded utilizing other funding mechanisms such as other grants, loans or cash-on-hand. This grant program provides funding for 90% of planning and design costs with a 10% local match. The project that is funded by the grant must begin construction within three years of the grant award to avoid any repayment of the initial grant.

I respectfully recommend that we proceed with filing the appropriate S2 grant application to solicit reimbursement of the Brick Arch planning and design services contract with Jones & Henry Engineers of Toledo, Ohio. The proposal for the preliminary design of improvements to the brick arch sewer total \$60,000. If we are successful in securing this grant, the City would be responsible for only \$6,000 of the total project costs. Grant applications are batch processed and awarded on a quarterly basis with April 1, 2012 being the next application deadline. I have discussed the brick arch sewer project with the S2 grant staff and they confirmed that all project activities would be grant eligible and they mentioned that there is over \$20 million still available from the original \$40 million that was authorized. I have attached the grant application including the Resolution Authorizing the S2 Grant Agreement that will need to be completed and remain as written.

cc: Jeff Pardee, Finance Director
Steve Eberle, O&M Superintendent

S2 GRANT APPLICATION

Rick Snyder, Governor

Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director

<http://www.michigan.gov/deq>

Michigan Department of Treasury Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer

<http://www.michigan.gov/treasury>

Administered by:

Department of Environmental Quality
Resource Management Division
Revolving Loan Section
Sonya T. Butler, Chief

Department of Treasury
Michigan Finance Authority
Joseph Fielek, Executive Director

Mailing Addresses:

PO Box 30241
Lansing, Michigan 48909
517-373-2161

PO Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
3rd Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

**Completion of this application is mandatory for the applicant
to be considered for S2 Grant Program assistance.**

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act,
1994 PA 451, as amended.

PROJECT INFORMATION

Project Name _____

Project Location _____
(Cities, Villages, Townships, and Counties Impacted by the Project)

A. Legal Name of Applicant _____

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.

Applicant's Federal Employer Identification No.: _____

B. Address of Applicant

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

C. Designated Contacts for this Project

1. Authorized Representative

Name _____

Title _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

2. Applicant's Bond Counsel

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

3. Applicant's Financial Advisor

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

4. Applicant's Consulting Engineer

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number)

(Fax Number)

(E-mail Address)

D. Disclosure of Conditions Requiring Repayment of Grant

The S2 Grant Program was specifically created with the intent of accelerating the progress of water pollution control efforts and stimulating the use of the revolving fund programs. It is expected that S2 grant recipients will be willing and able to complete the loan application process and finance the construction of needed facilities with loan assistance from the State Revolving Fund (SRF) and/or the Strategic Water Quality Initiatives Fund (SWQIF). Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

The grantee shall repay the grant, within 90 days of being informed to do so, with interest accrued from the time funds were disbursed at a rate not to exceed 8 percent per year, to the Authority for deposit into the SWQIF if any of the following conditions occur:

- (1) The applicant fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF, or other source of financing for the project within 3 years of the grant award.*
- (2) The project has been identified as being in the fundable range or is approved for funding from another source and the applicant declines the loan assistance for 2 consecutive fiscal years unless the applicant proceeds with funding from another source.*
- (3) The applicant is unable to, or decides not to, proceed with constructing the project.*

E. Proposed Scope of Work

Municipalities can seek S2 Grant Program assistance to cover the costs of the planning and design of sewage treatment works projects, stormwater treatment projects, or nonpoint source projects, and for user charge system development. Please note that only those applicants who have completed SRF/SWQIF project planning can apply for grant assistance for design engineering or user charge system development. If you have not already submitted a final project plan (complete with a public hearing transcript and resolution of adoption by the governing body), then one must be submitted with your S2 grant application that includes a request for a design engineering and/or user charge system development grant. **Please attach additional pages as necessary.**

Please describe the specific activities you will fund with S2 grant assistance:

Please describe the system deficiencies or water quality problems you want to evaluate/address:

NOTE: If you have already submitted a final SRF or SWQIF project plan to the DEQ and are seeking S2 grant assistance for design engineering and/or user charge system development costs, skip to Section G. Please indicate your assigned project number:

SRF Loan Project # _____

SWQIF Loan Project # _____

F. Required Information

If you are seeking S2 grant assistance for the preparation of a new SRF/SWQIF project plan, the following information (Items 1 – 8) must be provided with this application:

1. Study/Service Area Information

- a. Map(s) of the study and service areas
- b. Study and service area population figures and flows
- c. Projected 20-year population figures and flows

2. Existing Wastewater Treatment Facilities

- a. Treatment facilities site map
- b. Treatment processes flow diagram
- c. Description of the treatment processes
- d. Age and condition of the treatment facilities
- e. Operation, maintenance, or other problems
- f. Data on existing flows and design capacity
- g. Effluent characteristics and impacts
- h. Copy of the discharge permit or a compliance order
- i. Documentation of the need for facility improvements

3. Existing Wastewater Collection System

- a. Map(s) and description of the entire collection system
- b. Map(s) and descriptions of the combined sewer areas
- c. Age and condition of interceptors and collector sewers
- d. Locations, ages, and capacities of pump stations
- e. Condition and adequacy of pump stations
- f. Locations, ages, and capacities of retention/equalization basins
- g. Condition and adequacy of retention/equalization basins
- h. Operation, maintenance, or other problems
- i. Data on existing collection system flows, including a preliminary assessment of infiltration and inflow (see Item 4 below)
- j. Raw sewage bypass locations, frequencies, durations, volumes, and water quality impacts
- k. Combined sewer overflow locations, frequencies, durations, volumes, and water quality impacts
- l. Documentation of the need for collection system improvements

4. Excessive Infiltration and Inflow (I/I)

An initial quantification of collection system I/I must be provided with this application to determine the applicability of the following conditions:

- a. Wastewater flow during conditions of high groundwater is greater than 120 gallons per capita per day.
- b. Wastewater flow during the design storm event or any smaller storm event is greater than 275 gallons per capita per day.
- c. Storm events cause backup problems, overflows, or poor treatment performance due to hydraulic overloading.

Depending on the nature of the proposed project, an I/I analysis may be required and would be eligible for inclusion as part of this application. An I/I analysis being proposed in the absence of any of these conditions will not be eligible for S2 grant assistance. For further information, please refer to pages 15–17 in the **DEQ Clean Water Revolving Funds Project Plan Preparation Guidance (CWRF PPPG)**.

5. Sewer System Evaluation Survey (SSES)

If you are proposing to complete an SSES with S2 grant assistance, please provide a copy of the completed I/I analysis with this application.

6. Sewer Televising/Physical Inspections for Structural Integrity

If you are proposing to perform televising and/or physical inspections with S2 grant assistance to assess the structural integrity of municipal sewers, please provide documentation with this application to justify the extent of the area(s) to be evaluated.

Applicants should note that defects identified as a result of televising/physical inspections must meet the requirements found on pages 17–18 in the **CWRF PPPG** to be considered an SRF-eligible need for design or construction funding.

7. Projects in an Area Currently Without Sewers

Are you proposing to seek S2 grant assistance for a project to correct failing on-site septic systems in an area currently without sanitary sewers? YES NO

If YES, applicants should note that this type of project has a higher degree of difficulty in moving forward due to the controversial nature of establishing a Special Assessment District (SAD) and the inability to proceed with project construction due to the SAD not receiving approval. Disapproval of an SAD would require the S2 grant to be repaid with interest.

Applicants need to present sufficient documentation to identify suspect/known problem areas as part of this application and as a prerequisite to defining a need for their residents. For further information, please refer to pages 4–6 and 19 in the **CWRF PPPG**.

8. Projects to Abate Nonpoint Sources of Water Pollution

Are you proposing to seek S2 grant assistance for a project to correct nonpoint source water pollution? YES NO

If YES, please address the following questions:

a. Is the proposed project included in an area covered by a Section 319 or a Clean Michigan Initiative (CMI) approved watershed plan? YES NO

b. Is the proposed project located within an MS4 permit area? YES NO

If YES, is the proposed project required under that permit? YES NO

If YES, please attach an explanation to this application.

- c. Does the proposed project help address a nonpoint pollutant source identified in the approved watershed management plan or a TMDL? YES NO

If YES, please attach an explanation to this application.

Applicants also need to attach documentation to this application to explain how the proposed project will address the nonpoint source water quality problem, including the estimated reduction in the problem pollutant(s).

G. Multi-Purpose Projects

Are you proposing to seek S2 design grant assistance for a project which involves non-wastewater-related improvements (e.g., the installation of water mains or storm sewers, full-width road restoration, etc.)? YES NO

If YES, please provide a draft Alternative Justifiable Expenditure (AJE) computation with this application. For further information, please refer to the **DEQ Guidance to Applicants and Consultants Regarding SRF Alternative Justifiable Expenditures**.

H. S2 Grant Agreement Period

Target date for completion of all grant-funded tasks: _____ (month/year)

The applicant intends to seek SRF and/or SWQIF loan(s) to construct the proposed project in Fiscal Year _____ (an October 1 to September 30 Fiscal Year)

I. Project Cost Worksheet

Please carefully read the instructions below before completing the Project Cost Worksheet.

Grant Budget Item	Incurred Project Costs*	Estimated Project Costs	Cost Supporting Documents Attached?	Total Project Costs
1. Project Planning Costs			<input type="checkbox"/> YES	
2. Design Engineering Costs			<input type="checkbox"/> YES	
3. User Charge System Development Costs			<input type="checkbox"/> YES	
4. Cost Subtotal				
5. LESS 10% Local Match				
6. Requested S2 Grant Amount (Line 4 minus Line 5)				

* Only costs incurred for services rendered on or after December 14, 2010, the effective date of Act 231 of the Public Acts of 2010, are eligible for S2 grant assistance.

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. **Please use whole dollar amounts for all entries.** A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

Please note that S2 grant assistance is not available for general local government administrative activities or activities performed by municipal employees.

2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet. Please then check the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer).
- For estimated costs, adequate supporting documentation means *either* an executed contract *or* an invoice or letter from the vendor detailing the services to be rendered and their costs.

3. Executed Contracts

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than \$50,000. An executed copy of each contract, with a clear identification of the scope of the services and a contract period, must be enclosed with your application.

4. Line-By-Line Completion Guidance

Line 1 — Project Planning Costs

The costs associated with project planning activities directly related to the project for which SRF and/or SWQIF loan assistance will be sought should be placed on Line 1. Please see the DEQ **Clean Water State Revolving Fund Eligibility Guidance** for a description of eligible planning activities.

Line 2 — Design Engineering Costs

The costs associated with SRF and/or SWQIF project design should be placed on Line 2. Please note that bidding phase services, including construction staking, are not eligible for S2 grant assistance.

Line 3 — User Charge System Development Costs

The costs associated with the development or updating of the municipality's system of user charges to cover the costs of project construction, operation, and maintenance should be placed on Line 3. The costs to develop and pass sewer use ordinances, intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project are also eligible for reimbursement and may be included on Line 3.

Please note that costs for consultant services to prepare this grant application for the applicant are eligible for reimbursement.

J. Covenants and Certifications

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.
3. The applicant agrees to provide, as a minimum, a 10 percent local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.
7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after the actual initiation of operation of the project and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; the Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

K. Required Documents

The following documents must be submitted with this application. Your grant application will be deemed incomplete if the required documents are not attached.

- (1) **Authorizing Resolution.** An adopted and certified copy of the attached standard resolution, **including the S2 Grant Agreement boilerplate marked SAMPLE**, must be submitted.
- (2) **Application Information.** The proposed scope of work must be supported by the additional information required under Section F on pages 3–5 above.
- (3) **Cost Support Documentation.** All requested costs must be supported with documentation consistent with the instructions on pages 5 and 6 above.

I certify that I am the authorized representative designated by the governmental unit that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that _____ (*legal name of applicant*) agrees to and will abide by the covenants and certifications stipulated above.

Name and Title of Authorized Representative (*Please Print or Type*)

Signature of Authorized Representative (*Original Signature Required*)

Date

Please return the application and the specified attachments to:

REVOLVING LOAN SECTION
RESOURCE MANAGEMENT DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
P.O. BOX 30241
LANSING MI 48909-7741

SURFACE DELIVERY ADDRESS
CONSTITUTION HALL 3RD FLOOR SOUTH
525 W ALLEGAN ST
LANSING MI 48933-1502

Grant Applications Submitted By:	Can Expect A Grant Award In:*
July 1	October
October 1	January
January 1	April
April 1	July

* Provided any identified application deficiencies will be resolved by the applicant within 60 days of the application submittal.



Michigan Finance Authority

STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII, Program Specific Requirements: S2 Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

GRANTEE INFORMATION:

GRANT INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

Fax number

E-mail address

Federal ID number

Project Name: _____

Project #: _____

Amount of Grant: \$ _____

Amount of Match: \$ _____ (10% or more)

Project Total \$ _____ (grant plus match)

Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

Fax number

E-mail address

Name/Title

Address

Address

Telephone number

Fax number

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.

(B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.

(C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

XVI. CANCELLATION

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

Project No. _____

S2 Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____ ; _____
_____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Planning Costs	\$ _____
2. Revenue System Development Costs	\$ _____
3. Design Engineering Costs	\$ _____
4. Eligible Cost Subtotal	\$ _____
5. LESS (\geq 10%) Local Match	\$ _____
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$ _____

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

**Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)**

_____ of _____
County of _____

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the _____ of the _____ of _____
County of _____, State of Michigan, (the "Municipality") held on _____

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed _____ ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.

2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if any of the following conditions occur:

(a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or

c) the Municipality is unable to, or decides not to, proceed with constructing the project.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
_____ of _____ County of _____

MEMO



DATE: March 1, 2012

TO: Honorable Mayor and City Commission

FROM: Dane C. Nelson, City Administrator

SUBJECT: Farmers' Market Structure

The City has received a grant to construct a Farmers' Market Structure in the amount of \$280,000. There is a matching requirement which involves the City personnel doing some utility work as well as preparation of the site regarding removal of asphalt and foundation work for the new surface. The design of the Farmers' Market Structure has been approved by the grant authorities. Unfortunately, only one bid was received, which was significantly over the original estimates for construction. A meeting was held this week with the lone bidder, which meeting included the architects, members of the engineering staff, and members of the building department. During the meeting, a process of general "value engineering" was discussed in order to alter the plans in a way to reduce the cost to a manageable level. After the conclusion of the meeting, a portion of the roof structure was changed, and certain items of the bid were corrected, as the bidder incorrectly assumed that much of the soil preparation work was to be completed by his firm, as opposed to by the City. With the new proposal being made, the proposed cost is now within the parameters of what we can afford. In addition, the grant authorities have now approved the plan and are willing to accept the new changes to the structure and the new price. It is estimated that the work involved will take approximately 2 months to complete, so time is of the essence to get this process started. As such, I recommend taking the revised bid that has been presented. In the event the revised bid is not accepted, the matter will have to be entirely rebid with new specifications being drawn up, which would delay the work until later this summer or early fall. Since we have worked closely with the Farmers' Market individuals, I believe we should proceed as recommended and accept this sole bid that has been received.

Respectfully submitted,

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

Dane C. Nelson
City Administrator

DCN:mld

February 28, 2012

MEMORANDUM

TO: Dane Nelson, City Administrator

FROM: Kristin Bauer, City Engineer

SUBJECT: Farmers Market Construction Bids



We received bids on February 23, 2012 for construction of the Farmers Market structure. Although we had 13 contractors obtain documents for this project we only received the one bid as shown below. Below are the tabulations for the bids received:

CITY OF ADRIAN, MICHIGAN
FARMERS MARKET STRUCTURE
DUE DATE: FEB. 23, 2012

BIDDER	FARMERS MARKET STRUCTURE
Sieler Construction, Inc. Blissfield MI	\$363,371.00

We have received confirmation from the MEDC (grant providers) that we can accept the lone bid. Additionally they have given us permission to value engineer this project, including the removal of the cupola roof, to bring the costs down closer to the grant amount. After meeting with the contractor we have agreed on a value engineered construction cost of \$306,670.00.

This grant was accepted with the stipulation that the local match would be a minimum of \$50,000 which will be met through improvements to the parking lot at local expense.

We recommend award of this bid to Sieler Construction of Blissfield, MI. for \$306,670.00.

Funds for this project are available from the following sources:

MEDC Grant: \$280,000.00

General Fund Contingency: \$1,670.00

Parking Lot Fund: \$25,000.00

RE: CITY ENGINEER –Farmers’ Market Construction Project**RESOLUTION**

WHEREAS the Adrian City Commission, by resolution #R11-032 dated April 4, 2011, accepted a \$280,000 Grant Award for the Farmers’ Market Improvement Project (Project No. MSC 210012-FMK) under the Michigan Community Development Block Grant (CDBG) Farm to Food Grant Program, with a commitment to fund the \$60,000 local matching requirement; and

WHEREAS the Finance Director indicates that the City of Adrian local match requirement will be met by paving the North Toledo Street Parking Lot utilizing funds from the Auto Parking Fund Capital Improvement Account (585-546.00-975.000); and

WHEREAS the Adrian City Commission, by resolution #R11-079 dated July 5, 2011, authorized the selection of the Adrian Design Group, PLC, Adrian, MI, to provide design services pursuant to the City’s Standard Professional Services Contract to design the grant-funded Farmers’ Market Project at a cost not to exceed \$11,000; and

WHEREAS, based on the resulting specifications, the City Purchasing Office, in collaboration with the City Engineer, has solicited 13 vendors and received a single sealed bid on Thursday, February 23, 2012 to construct the subject project, with the following results:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Sieler Construction, Inc.	Blissfield, MI	\$363,371; and

WHEREAS the grantor agency, Michigan Economic Development Corporation (MEDC) has indicated that the City may accept the lone bid, as well as to value engineer the project to obtain a more affordable cost; and

WHEREAS, after meeting with the design engineers, City Engineer and construction contractor, exclusion of the cupola roof has resulted in a reduced cost estimate of \$306,670; and

WHEREAS the Finance Director indicates that sufficient funds are available for this project from the following sources and that the FY2011-12 Budget be amended, accordingly:

MEDC Grant	\$280,000
Parking Lot Fund (Fee Estate)	25,000
General Fund Contingency	<u>1,670</u>
Total	<u>\$306,670</u>

WHEREAS the City Engineer and City Administrator recommend the selection of Sieler Construction, Inc, Blissfield, MI for engagement in the City’s Standard Professional Services Contract to build the Farmers’ Market at a cost not to exceed \$306,670 and that the FY2011-12 Budget be appropriately amended.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the selection of Sieler Construction, Inc, Blissfield, MI for engagement in the City’s Standard Professional Services Contract to construct the Farmers’ Market Improvement Project (Project No. MSC 210012-FMK), under the Michigan Community Development Block Grant (CDBG) Farm to Food Grant Program at a cost not to exceed \$306,670.

BE IT FURTHER RESOLVED that \$1,670 be appropriated from the General Fund Contingency Account (101-990.00-990.000) and that the FY2011-12 Budget be amended as follows:

GENERAL FUND (101)

Expenditures:

(101-990.00-990.000)	Contingency Account	\$(1,670)	
(101-969.00-965.585)	Transfer to Auto Parking Fund	<u>1,670</u>	
	Total	<u>\$-0-</u>	

Amended
Project
Budget

Auto Parking Fund (585)

Revenue:

(585-000.00-526.000)	Farmers' Market Grant	\$ 5,000	\$280,000
(585-000.00-699.101)	Transfer-In from General Fund	1,670	1,670
(585-000.00-699.699)	Contribution - Fee Estate	<u>0</u>	<u>25,000</u>
	Total Revenue	\$ 6,670	\$306,670

Expenses:

(585-546.00-801.000)	Contract Services	\$(25,000)	
(585-546.00-975.000)	Capital Improvements	<u>31,670</u>	<u>306,670</u>
	Total Expenses	<u>\$ 6,670</u>	
	Total	<u>\$-0-</u>	<u>\$-0-</u>

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