

PRE-MEETING AGENDA

ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MAY 18, 2009
5:30 P.M.

The City Commission will meet for a pre-meeting study session on Monday, May 18, 2009 at 5:30 p.m. in the 2nd Floor Conference Room at City Hall to discuss the following:

- I. Review of City Hall Bids
- II. Other Items as Time Permits

COMMISSION AGENDA

**AGENDA
ADRIAN CITY COMMISSION
MAY 18, 2009
7:00 P.M.**

- I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES OF THE MAY 4, 2009 REGULAR MEETING OF THE ADRIAN CITY COMMISSION
- IV. PRESENTATION OF ACCOUNTS
- V. PRESENTATIONS
 - 1. Recognition of Matt Schwartz, this year's recipient of the Adrian City Commission Scholarship Fund.
 - 2. Video and overview of the Youth Symposium hosted by the City of Adrian in March 2009.
 - 3. Award presented to the City of Adrian by Bryan Farmer and Justin Lippe from the MRPA Youth & Teen Initiatives Committee in recognition of the City hosting the recent Youth Symposium.
- VI. COMMUNICATIONS
 - 1. C-1. State Revenue Sharing Update
- VII. PUBLIC COMMENT
- VIII. REGULAR AGENDA
 - A. ORDINANCES
 - 1. Ord. 09-07. Introduction of an Ordinance to consider rezoning 1377 S. Main St. from the B-4 Shopping Center District and including the same in the B-2 Community Business District.
 - B. RESOLUTIONS
 - 1. R09-086. Resolution authorizing the Mayor to execute a Farm Lease Agreement with James Marvin for rental of city-owned land (former Marvin Farms).
 - 2. R09-087. Resolution authorizing the submission of a grant application to the U.S. Dept. of Homeland Security for fitness

equipment for the firefighters and commitment to funding a 10% match.

3. R09-088. Resolution to retain Municipal Web Services for redesign of the city and library website and training of city staff on its use and to approve the resulting budget amendments.
4. R09-089. Resolution to approve the installation of a well and closing of the current well at the Adrian Public Library and the installation of plumbing and electrical services to the well and demolition of the current services.
5. R09-090. Resolution to award the annual bid for work uniforms for TPOAM union members.
6. R09-091. Resolution recognizing the Maple City Gymnastics Parents Association as a non-profit agency for the purpose of conducting a raffle.
7. R09-092. Resolution recognizing Goodwill Industries as a non-profit agency for the purpose of conducting a raffle.
8. R09-093. Resolution authorizing the City Administrator to enter into an agreement with Adrian Township to accept connection fees for properties currently connected to the city's sewer collection system without prior approval.

I X. MISCELLANEOUS

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

X. PUBLIC COMMENT

X I. COMMISSION COMMENTS

MINUTES

**MINUTES
ADRIAN CITY COMMISSION
MAY 4, 2009
7:00 P.M.**

Official proceedings of the May 4, 2009 regular meeting of the City Commission, Adrian, Michigan.

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

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

Mayor McDowell in the Chair.

Commissioner DuMars moved to approve the minutes of the April 20, 2009 regular meeting of the Adrian City Commission, seconded by Commissioner Clegg, motion carried by a unanimous vote.

PRESENTATION OF ACCOUNTS

Utility Department Receiving Fund Voucher #3027 through #3035	\$ 84,840.31
General Fund Vouchers #19193 through #19219	\$411,882.63
Clearing Account Vouchers amounting to	<u>\$420,791.13</u>
TOTAL EXPENDITURES	<u>\$917,514.08</u>

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

PRESENTATION

1. *Rose to Mom Presentation* – Children read their handwritten essays on why their Mothers are so special. To honor these special Moms, the Mayor presented a rose to each of them.

COMMUNICATIONS

1. C-1. Communication from Comcast on additions and changes to their channel lineup.
2. C-2. Communication from Finance on the City's Identity Theft Prevention Program – Red Flags and Address Discrepancy Procedures
3. C-3. Communication regarding a benefit concert for the Salvation Army on May 17th at 7 p.m. at the Christian Family Centre

PUBLIC COMMENT

1. Tom Neill, 149 S. Madison St., addressed the Commission regarding raises for the Mayor and City Commission.

REGULAR AGENDA

SPECIAL ORDERS

1. Public Hearing to hear and consider comments to adoption of the FY 2009-10 Budget & General Appropriations Act.

RESOLUTIONS

RESOLUTION R09-081

**CITY OF ADRIAN, MICHIGAN
FISCAL YEAR 2009-2010 BUDGET
AND
GENERAL APPROPRIATIONS ACT
May 4, 2009**

WHEREAS, in accordance with the provisions of the Adrian City Charter and Public Act 621 of 1978, the Uniform Budgeting and Accounting Act for Local Units of Government, it is the responsibility of the Adrian City Commission to establish and adopt the annual City Budget and work program by resolution not later than the second week of May, as well as provide for a levy of an amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations contained in Section 9.1 of said Charter and the 1978 Tax Limitation Amendment contained in Article IX Section 31 of the Michigan Constitution; and

WHEREAS, the City Commission received budget requests from all City Departments, and has reviewed in detail the City Administrator's Fiscal Year 2009-2010 Budget Recommendation; and

WHEREAS, the City Commission, after due deliberation, has formulated a Proposed General Appropriations Act balancing total appropriations with available resources at \$38,627,039 for Fiscal Year 2009-2010, a summary of which is included in the Notice of Public Hearing published in a newspaper of general circulation; and

WHEREAS, a copy of the proposed Budget and General Appropriations Act was published April 27 2009 and a Public Hearing was held on May 4, 2009 in accordance with the provisions of Section 8.3 of the Adrian City Charter, Public Act 5 of 1982, and the federal, state and local Fiscal Assistance Act of 1972 (P.L. 92-512), as amended; and

WHEREAS, included in the General Appropriations Act are the service charge rates for Dial-A-Ride transportation and Water and Sewer Utilities; Dial-A-Ride rates remain unchanged from FY2008-09; for a typical utility customer using eight units, which is approximately 6000 gallons per month, the water bill will increase \$2.69 per month and the sewer bill will increase \$4.79 per month for a total increase of \$7.48 per month; the proposed FY2009-10 utility rates of \$57.73 per month compare favorably with a range of \$42.34 per month to \$102.45 per month for other Southeastern Michigan communities.

WHEREAS, the further intent of this resolution is to maintain a budgetary system for the City of Adrian on the same basis of accounting (generally accepted accounting principles) as the actual financial information is maintained; to define the powers and duties of the City's officers in relation to that system; to designate the Chief Administrative Officer and Fiscal Officer; and to provide that the City Commission and the Fiscal Officer shall be furnished with information by the departments, boards, agencies and offices relating to their financial needs, revenues and expenditures/expenses, and general affairs; to prescribe a disbursement procedure, to provide for an allotment system; and to provide remedies for refusal or neglect to comply with the requirements of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does hereby adopt and amend the Fiscal Year 2009-2010 Budget and General Appropriations Act recommended by the City Administrator as advertised and placed in the Clerk's Office for public inspection, balancing total appropriations with available resources at \$38,627,039 for Fiscal Year 2009-2010.

BE IT, FURTHER, RESOLVED that the Adrian City Commission authorizes to levy a millage rate of 15.6039 (Operating-13.6293; Solid Waste- 1.0000; and Local Streets- 0.9746) mills upon the total Taxable Value of Real and Personal Property (\$453,523,868) so as to generate \$7,139,409, including additions for Industrial Facilities Tax (IFT) Revenue and excluding captured tax revenue for various economic development authorities, to support the FY2009-2010 City of Adrian General Fund Operating, Solid Waste and Local Street Budgets.

BE IT, FURTHER, RESOLVED that the Adrian City Commission authorizes Industrial Facilities Tax (IFT) collections at 15.6039 mills upon the total Taxable Value of Real and Personal Property (\$41,602,035) so as to generate \$324,577 to provide additional support for the FY2009-2010 City of Adrian General Fund Operating, Solid Waste and Local Street Budgets.

BE IT, FURTHER, RESOLVED that the Adrian City Commission authorizes the imposition of a one (1%) percent property tax administration fee as required by the General Property Tax Act (MCL211.44) and continuation of the Dial-A-Ride fares of \$2.00 for regular passengers and \$1.00 for senior citizens and handicapped riders, instituted July 1, 2005.

BE IT, FURTHER, RESOLVED that the following Water and Sewer Rate Charges continue in effect on July 1, 2009:

Water Rates:

(1) The service charges shall continue as follows each month:

<u>Meter Size</u>	<u>Current</u> <u>(Service Charge Per Month)</u>	<u>Proposed</u>
5/8"	\$ 7.07	\$ 7.92
3/4"	\$ 8.44	\$ 9.45
1"	\$ 10.69	\$ 11.97
1 1/2"	\$ 16.09	\$ 18.02
2"	\$ 22.89	\$ 25.64
3"	\$ 36.95	\$ 41.38
4"	\$ 59.88	\$ 67.07

6"	\$112.59	\$126.10
8"	\$231.85	\$259.67
10"	\$349.64	\$391.60

The commodity charge shall be equally applied on each unit of 100 cubic feet used by premises.

Current commodity charge:	\$1.89 per unit
Proposed commodity charge:	\$2.12 per unit

Automatic Fire Sprinkler Connection charge per month shall be proportioned to open line capacity. This charge shall apply to each unmetered fire line to any premises.

<u>Connection Size (Inches)</u>	<u>Current</u> <u>Monthly Charge</u>	<u>Proposed</u> <u>Monthly Charge</u>
2 1/2 and under	\$ 7.06	\$ 7.91
3	\$ 9.86	\$11.04
4	\$13.22	\$14.81
6	\$26.25	\$29.40
8	\$46.92	\$52.55
10	\$79.59	\$89.14

Private fire hydrants (fire use only) on unmetered fire lines or from public lines:

Current rate per month	\$26.25
Proposed rate per month	\$29.40

Bulk water at water treatment plant per 100 gallons	\$ 0.88
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Sewer Rates:

(2) Commodity Charge.

Current commodity charge:	\$2.34 per 100 cubic feet
Proposed commodity charge:	\$2.74 per 100 cubic feet

(3) Service Charge. A monthly service charge shall be applied to each bill for administrative costs and the cost of treating wastewater and infiltration as follows:

<u>Meter Size</u>	<u>Current</u>	<u>Proposed</u>
	<u>Service Charge Per Month</u>	
5/8"	\$ 9.34	\$ 10.93
3/4"	\$ 12.69	\$ 14.85
1"	\$ 15.69	\$ 18.36
1 1/2"	\$ 21.66	\$ 25.34
2"	\$ 35.85	\$ 41.94
3"	\$ 47.81	\$ 55.94
4"	\$ 71.71	\$ 83.90
6"	\$135.94	\$159.05
8"	\$224.08	\$262.17
10"	\$336.12	\$393.26

(4) Flat Rate. The charge for flat rate customers in the City of Adrian:

Current flat rate:	\$33.77
Proposed flat rate:	\$39.51

(5) Outside City (Unmetered Flat Rate) per month:

Adrian Township	Current	\$34.60
Madison Township	Proposed	\$40.48

Outside City (master meter rate per unit)

Adrian Township	Current	\$2.11
	Proposed	\$2.11
Madison Township	Current	\$2.12
	Proposed	\$2.12

(6) Industrial Pretreatment Fee: A fee of \$75.00 per month shall be charged to all customers who have an Industrial Pretreatment Program Permit.

Septage Receiving Waste Fees:

Current:	\$40.00 per 1,000 gallons
Proposed:	\$50.00 per 1,000 gallons or \$0.06 per gallon

Current Water and Sewer Connection Fees:

Water and sewer connection fees shall be paid by the owner for all new and renewed connections to the water and sewer system. These fees shall be paid prior to the issuance of a building permit. The Water Capacity Charge and the Sewer Impact Fee are established to recover the capital investment made to provide service. The Water Tap Installation charge recovers the cost of tapping a water main and installing a service line to the property. The fees result from an analysis of the water and sewer capital assets and capacity. The fees are based on the size of the tap and meter reflecting the potential water and sewer demand.

WATER TAP UNIT	WATER METER CHARGE	RESIDENTIAL EQUIVALENT CHARGE	WATER TAP INSTALLATION	WATER CAPACITY SIZE	SEWER IMPACT SIZE
3/4"	5/8"	1	\$ 1,250.00	\$ 850.00	\$ 1,030.00
3/4"	3/4"	1.5	\$ 1,300.00	\$ 1,300.00	\$ 1,545.00
1"	1"	2.5	\$ 1,800.00	\$ 2,125.00	\$ 2,575.00
1.5"	1.5"	5	\$ 2,400.00	\$ 4,250.00	\$ 5,150.00
2"	2"	8		\$ 6,800.00	\$ 8,240.00
3"	3"	16		\$13,600.00	\$ 16,480.00
4"	4"	25		\$21,250.00	\$ 25,750.00
6"	6"	50		\$42,500.00	\$ 51,500.00
8"	8"	140		\$119,000.00	\$144,200.00
10	10	220		\$187,000.00	\$226,600.00

Proposed Water and Sewer Connection Fees:

WATER TAP UNIT	WATER METER CHARGE	RESIDENTIAL EQUIVALENT CHARGE	WATER TAP INSTALLATION	WATER CAPACITY SIZE	SEWER IMPACT SIZE
3/4"	5/8"	1	\$ 1,325.00	\$ 950.00	\$ 1,150.00
3/4"	3/4"	1.5	\$ 1,450.00	\$ 1,250.00	\$ 1,700.00
1"	1"	2.5	\$ 1,975.00	\$ 2,350.00	\$ 2,850.00
1.5"	1.5"	5	\$ 2,650.00	\$ 4,675.00	\$ 5,675.00
2"	2"	8		\$ 7,480.00	\$ 9,075.00
3"	3"	16		\$15,000.00	\$ 18,000.00
4"	4"	25		\$23,375.00	\$ 28,325.00
6"	6"	50		\$42,500.00	\$ 51,500.00
8"	8"	140		\$119,000.00	\$144,200.00
10	10	220		\$187,000.00	\$226,600.00

BE IT, FURTHER, RESOLVED that \$700,000 be transferred from General Fund Designated Fund Balance (101-000.00-393.001) to the newly expanded-Motor Vehicle Pool (Fund 662), based on estimated accumulated depreciation of existing rolling-stock for the Department of Public Works, Police Department, Inspection Department, and Parks & Recreation Department, including Divisions of Recreation, Parks & Forestry and Cemetery, as of June 30, 2009, for purposes of providing working capital; and

BE IT, FURTHER, RESOLVED that:

1. The City Administrator is hereby designated the Chief Administrative Officer (CAO) of the City of Adrian and, further, that the Finance Director shall perform the duties of the Chief Fiscal Officer (CFO) as specified in this resolution.
2. The CFO shall provide an orientation session and written instructions for preparing departmental budget requests. These instructions shall include information that the CFO determines to be useful and necessary to assure that the budgetary estimates of the agencies are prepared in a consistent manner and the needs of the CAO and the City Commission are met.
3. Any offices, departments, commissions and boards of the City of Adrian financed in whole or in part by the City of Adrian shall transmit to the CFO their estimates of the amounts of money required for each activity in their respective agencies, as well as their estimate of revenues that will be generated from charges for services. They shall also submit any other information deemed relevant by the CAO, CFO and/or City Commission.
4. The CFO shall prescribe forms to be used by the offices, departments, commissions and boards of the City of Adrian in submitting their budget estimates and shall prescribe the rules and regulations the CFO deems necessary for the guidance of officials in preparing such budget estimates. The CFO may require that the estimates be calculated on the basis of various assumptions regarding level of service. The CFO may also require a statement for any proposed expenditure and a justification of the services financed.

5. The CFO shall prepare estimates of revenue for each budgeted fund, classified to show in detail the amount expected to be received from each source. Estimated of expenditures and revenues shall also be classified by character, object, function and activity consistent with the State Chart of Accounts and Michigan Department of Treasury accounting system classification.
6. The CFO shall review the agency estimates with a representative from each agency of the City of Adrian that has submitted such estimates. The purpose of the review shall be to clarify the estimates, ensure the accuracy, and to determine their adherence to the policies previously enumerated by the CAO, CFO and City Commission as herein required.
7. The CFO shall consolidate the estimates received from the various departments and agencies, together with the amounts of expected revenues, and shall make recommendations relating to those estimates, which shall assure that the total of estimated expenditures, including an accrued deficit, does not exceed the total of expected revenues, including an unappropriated surplus.
8. The recommended budget shall include at least the following:
 - (a) Expenditure data for the most recently completed fiscal year and estimated expenditures for the current fiscal year;
 - (b) An estimate of the expenditure amounts required to conduct the government of the City of Adrian, including its budgetary centers;
 - (c) Revenue data for the most recently completed fiscal year and estimated revenues for the current fiscal year;
 - (d) An estimate of revenues, by source, to be raised or received by the City of Adrian in the ensuing fiscal year;
 - (e) The amount of surplus or deficit from prior fiscal years, together with an estimate of the amount of surplus or deficit expected in the current fiscal year;
 - (f) An estimate of the amount needed for deficiency, contingent or emergency purposes and the amounts needed to pay and discharge the principal and interest of the debt of the City of Adrian due in ensuing fiscal years;
 - (g) The amount of proposed capital outlay expenditures, except those finance by enterprise, capital projects or internal service funds, including the estimated total costs and proposed method of financing of each capital construction project for three (3) years beyond the fiscal year covered by the budget;
 - (h) An informational summary of projected revenues and expenditures/expenses of all capital projects, internal service and enterprise funds;
 - (i) A comparison of the revenue and expenditure amounts in the recommended budget to the budget previously adopted, and amended, by the City Commission, with appropriate explanation of the variances;
 - (j) Any other data relating to fiscal conditions that the CAO, CFO and/or City Commission consider to be useful in evaluating the financial needs of the City of Adrian.
9. Not less than ninety (90) days before the next succeeding fiscal year, the CAO shall transmit the recommended budget to the City Commission. The recommended budget shall be accompanied by:
 - (a) A proposed general appropriation measure, consistent with the budget, which shall set forth the anticipated revenue and requested expenditure/expense

authority, in such form and in such detail deemed appropriate by the City Commission;

- (b) A budget message, which shall explain the reasons for the increases or decreases in budgeted items compared with the current fiscal year, the policy of the CAO as it relates to important budgetary items, and any other information that the CAO determines to be useful to the City Commission in its consideration of the proposed appropriations;
 - (c) A comparison of the recommended budget to the current year adopted and amended budget, together with an analysis and explanation of the variances therefrom, such variances being divided to show the portion attributable to the current year budget amendments and the portion resulting from the recommended budget.
10. The City Commission may direct the CAO and/or other appointed officials to submit any additional information it deems relevant in its consideration of the budget and proposed appropriations measure. The City Commission may conduct budgetary reviews with the CFO and/or City Departments or agencies for the purpose of clarification or justification of proposed budgetary items.
11. The City Commission may revise, alter or substitute for the proposed general appropriations measure in any way, except that it may not change it in a way that would cause total appropriations, including an accrued deficit, to exceed total estimated revenues, including an unappropriated surplus. An accrued deficit shall be the first item to be resolved in the general appropriations measure.
12. The City Commission shall fix the time and place of a public hearing to be held on the budget and proposed appropriations measure. The City Clerk shall then have published, in a newspaper of general circulation within the City of Adrian, notice of the hearing and an indication of the place at which the budget and proposed appropriations measure may be inspected by the public. This notice must be published at least seven days before the date of the public hearing.
13. No later than June 30, the City Commission shall pass a general appropriations measure providing the authority to make expenditures and incur obligations on behalf of the City of Adrian. The supporting budgetary data to the general appropriations measure shall include at least the following:
- (a) Expenditure data for the most recently completed fiscal year;
 - (b) The expenditure budget as originally adopted by the City Commission for the current fiscal year;
 - (c) The amended current year appropriations;
 - (d) An estimate of the expenditure amounts required to conduct the government of the City of Adrian, including its budgetary centers;
 - (e) Revenue data for the most recently completed fiscal year and estimated revenues for the current fiscal year;
 - (f) Budgeted Revenue Estimates as originally adopted by the City Commission for the current fiscal year;
 - (g) The amended current year Budgeted Revenues;
 - (h) An estimate of revenues, by source, to be raised or received by the City of Adrian in the ensuing fiscal year;
 - (i) The amount of surplus or deficit from prior fiscal years, together with an estimate of the amount of surplus or deficit expected in the current fiscal year;

- (j) An estimate of the amount needed for deficiency, contingent or emergency purposes, and the amounts needed to pay and to discharge the principal and interest of the debt of the City of Adrian due in the ensuing fiscal year;
 - (k) The amount of proposed capital expenditures, except those financed by enterprise, capital project or internal service funds, including the estimated costs and proposed method of financing of each capital construction project and the projected additional annual operating costs and the method of financing the operating costs of each capital construction project for three (3) years beyond the fiscal year covered by the budget;
 - (l) An informational summary of projected revenues and expenditures/expenses of capital projects, internal service and enterprise funds;
 - (m) Any other data relating to fiscal conditions that the City Commission considers to be useful in considering the financial needs of the City;
 - (n) Printed copies of the City Commission's Adopted Budget, Financial Plan or any facsimile thereof shall contain all the above data unless otherwise approved by the City Commission.
14. The City Commission may authorize transfers between appropriation items by the CAO or CFO within limits stated in the appropriations measure. In no case, however, may such limits exceed those provided for in paragraph #21 of this resolution.
 15. A deviation from the original general appropriations measure shall not be made without first amending the general appropriations measure through action by the City Commission, except within those limits provided for in paragraph #16 of this resolution.
 16. Appropriations accumulated at the Department level will be deemed maximum authorization to incur expenditures. The CAO or the CFO shall exercise supervision and control of all budgeted expenditures within these limits, holding expenditures below individual line-item appropriations or allowing overruns in individual line-items, providing that at no time shall the net expenditures exceed the total appropriation for each department as originally authorized or amended by the City Commission. Line-item detail by cost center and allotments, which provide a monthly calendarization of annual appropriations, as deemed necessary by the CFO, shall be maintained and utilized as an administrative tool for management information and cost control. The CFO shall not approve any expenditure beyond that necessary to accomplish stated program or work objectives authorized in the general appropriations measure as originally approved unless amended, in which case the amendment takes precedence.
 17. The CFO shall maintain, for all budgeted funds, appropriation ledger accounts in which are to be recorded such expenditures, encumbrances and obligations for the future payment of appropriated funds as the CCFO may approve.
 18. Each Purchase Order, Voucher, or Contract of the City of Adrian shall specify the funds and appropriation designated by number assigned in the accounting system classification from which it is payable and shall be paid from no other fund or appropriation. The necessary amount of the appropriation from such account shall be transferred pursuant to the provisions of this resolution to the appropriate general appropriation account and the expenditure then charged thereto.
 19. No obligation shall be incurred against, and no payment shall be made from, any appropriation account unless there is sufficient unencumbered balance in the

appropriation and sufficient funds are or will be available to meet the obligation. Any obligation incurred or payment authorized in violation of this resolution shall be void and any payment so made illegal, except those otherwise ordered by court judgment or decree.

20. The CFO, after the end of each fiscal quarter, shall transmit to the City Commission a report depicting the financial condition of budgeted operations, including, but not limited to:
 - (a) A forecast of actual revenues by major source compared with budgeted revenues accompanied by an explanation of any significant variances; and
 - (b) A forecast of actual expenditures and encumbrances by department compared with authorized appropriations accompanied by an explanation of any significant variances.
21. Direct expenditure and/or transfers of any unencumbered balance or any portion thereof in any appropriation for transfer account to any other appropriations account may not be made without amendment of the general appropriations measure as provided for in this resolution, except that transfers within and between budgeted funds and departments may be made by the CFO in the following instances:
 - (a) Transfers may be made between accounts as authorized by the CAO up to a maximum of \$5,000;
 - (b) Transfers may be made from the non-departmental overtime account and fringe benefit adjustment account to the appropriate departmental budget as specific overtime requests are reviewed and approved by the CAO. Additionally, overtime appropriations may be transferred between departments, if authorized by the CAO;
 - (c) Transfers may be made from the non-departmental account for Miscellaneous Capital Outlay to the appropriate departmental budget as specific requests for these items are reviewed and approved by the CAO;
 - (d) Transfers may be made from the non-departmental appropriations accounts Emergency Salaries and Summer Help as specific requests for these items are reviewed by the Personnel Department and approved by the CAO;
 - (e) Fringe benefit rates shall be established annually in the budget process to charge all General Fund/General Purpose, Special Revenue and Proprietary Funds for actual employer fringe benefit costs. Such rates shall be sufficient to meet all fringe benefit costs including: Retirement, Social Security (FICA), Hospitalization, Disability, Dental, Life and Accident Insurance, Unemployment and Workers' Compensation Insurance. The rates shall be charged to operating departments as a percentage of salaries and all funds collected shall be transferred to a Fringe Benefit Internal Service Fund to pay the fringe benefit obligations.
22. The Chief Administrative Officer (City Administrator) is granted expenditure authority up to a maximum of \$10,000 per transaction and, in compliance with Section 12.1 of the City Charter, sealed bids shall be obtained for all materials, supplies and public improvements in amounts equal to or greater than the aforementioned spending limit.
23. The City Commission may make supplemental appropriations by amending this general appropriations measure as provided by this resolution, provided that

revenues in excess of those anticipated in the original appropriations measure become available due to:

- (a) An unobligated surplus from prior years becoming available;
 - (b) Current year revenue exceeding original estimates in amounts sufficient enough to finance increased appropriations. The City Commission may make a supplemental appropriation by increasing the dollar amount of an appropriation item in the original general appropriations measure or by adding additional items. At the same time the estimated amount from the source of revenue to which the increase in revenue may be attributed shall be increased, or other source an amount shall be added to the appropriation account in a sum sufficient to equal the supplemental expenditure amount. In no case may such appropriation cause total estimated expenditures, including an accrued deficit, to exceed total estimated revenues, including an unappropriated surplus.
24. Whenever it appears to the CAO, CFO or City Commission that actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such funds were based, the CAO shall present to the City Commission recommendations which, if adopted, will prevent expenditures from exceeding available resources for the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues, or both. After receiving the recommendations of the CAO for bringing appropriations into balance with estimated revenues, the City Commission shall amend the general appropriations measure to reduce appropriations or shall approve such measures necessary to provide revenues sufficient to equal appropriations, or both.
25. All appropriations are annual and the unexpended portion shall lapse at year-end. Encumbrances and Appropriations Carried Forward will be recorded as a reservation of fund balance and the subsequent year's budget amended to provide authority to complete these transactions. Appropriations shall not be carried forward for more than six (6) months into the budget year following the year in which they were originally appropriated.
26. A member of the City Commission, the CAO, CFO, appointed official, administrative officer or employee of the City of Adrian shall not: (1) create a debt, incur a financial obligation on behalf of the City against an appropriation account in excess of the amount authorized, (2) apply or divert money of the City for purposes inconsistent with those specified in this general appropriations measure as approved and amended by the City Commission, not (3) forgive a debt or write off an account receivable without appropriate authorization of the City Commission.
27. All Internal Service Fund budgets that have depreciable assets shall have a capital budget with detail supporting the amount of annual depreciation therein included, as well as a fiscal plan for replacing, upgrading or disposing of those assets.
28. The budgetary system shall be maintained on the same basis of accounting (generally accepted accounting principles) as the actual financial information is maintained.
29. Any violation of the general appropriations measure by the CAO, CFO, any administrative officer, employee or member of the City Commission detected through application of generally accepted accounting procedures utilized by the City of

Adrian, or disclosed in an audit of the financial records and accounts of the City, shall be filed with the State Treasurer and reported by the State Treasurer to the Attorney General. Pursuant to Public Act 621 of 1978, the Uniform Budgeting and Accounting Act for Local Government, the Attorney General shall review the report and initiate appropriate action against the person or persons in violation. For use and benefit of the City of Adrian, the Attorney General or Prosecuting Attorney may institute a civil and/or criminal action in a court of competent jurisdiction for the recovery of City funds disclosed by an examination to have been illegally expended or collected as a result of malfeasance, and for the recovery of public property disclosed to have been converted or misappropriated.

30. The provisions of this resolution shall be applied to the General Fund and all Special Revenue and Proprietary Funds of the City of Adrian, including Enterprise and Internal Service Funds.

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

RESOLUTION R09-082

RE: ADRIAN PUBLIC LIBRARY – Acquisition of New Book Return Units and Carts

WHEREAS, the City Commission, by Resolution #08-118 dated August 4, 2008, adopted a construction management agreement with Central Michigan Developers, LLC, Midland, MI for renovation of the Adrian Public Library; and

WHEREAS, certain related project components, such as security gates for the south entrance, furnishings and book drops, are beyond the scope of the aforementioned agreement, falling to the responsibility of the City of Adrian; and

WHEREAS, the Library Director has solicited a quote from the Library Design Associates, Inc., Plymouth, MI, the exclusive Michigan distributor for Kingsley book returns; and

WHEREAS, the cost of the subject book returns and carts, including installation, is \$12,133, including an in-wall book return (\$7,120) to be installed by Hikes & Dominique near the south main-floor entrance as part of the masonry package awarded to their firm as a component of the larger renovation project, and a stand-alone unit (\$5,013) to be located on the north side of the library as a drive-up service; and

WHEREAS, the City Finance Director indicates that sufficient funds are available for the in-wall south-side book drop (\$7,120), with \$4,757 in the Library Endowment Account (702-000.00-355.000) and the balance of \$2,363 in the Library-Special Book Fund Account (701-000.00-332.000); and the funds for the stand-alone north-side drive-up book drop (\$5,013) are available in the Library-Capital Facilities Account (101-738.00-975.000); and

WHEREAS, the Library Director and City Administrator recommend acceptance of the proposed bid from Library Design Associates, Inc., Plymouth, MI, acquisition and installation of the subject book drops and carts, and waiver of the competitive bid process.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acquisition and installation of book drops and carts for the

Adrian Public Library from Library Design Associates, Inc., Plymouth, MI at a cost not to exceed \$12,133.00.

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.

BE IT, FURTHER, RESOLVED that \$4,757 be appropriated from the Adrian Public Library Endowment Account (702-000.00-355.000) and that \$2,363 be appropriated from the Library- Special Book Fund Account (701-000.00-332.000); and that the FY2008-09 Budget be amended as follows:

Revenue

(101-990.00-675.073) Library-Private Donations \$7,120

Expenditure

(101-738.00-969.000) Library Contributions 7,120
Total \$ -0 -

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

RESOLUTION R09-083

RE: FIRE DEPARTMENT – Authorization to Replace Outdoor Lights and Wall Sconces

WHEREAS, the City of Adrian Purchasing Office, in conjunction with the Fire Department, solicited bids to replace ten (10) outdoor lights and twelve (12) wall sconces for the Fire Station; and

WHEREAS, on Tuesday April 21, 2009, eight (8) sealed bids were received and opened, with the following results:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
M.B. Electric	Adrian, MI	\$ 6,655.00
Saunders & Sun	Adrian, MI	\$ 7,482.00
Witt Electric	Adrian, MI	\$ 8,765.30
Masson's Electric	Adrian, MI	\$ 8,885.00
Clegg Electric	Adrian, MI	\$ 9,350.00
Service Electric	Adrian, MI	\$ 9,852.00
Kolar Electric	Temperance, MI	\$10,930.00
Brint Electric	Toledo, OH	\$11,500.00

WHEREAS, the Fire Chief and City Administrator recommend selection of the low-bidder, M.B. Electric, Adrian, MI, to acquire and install the aforementioned lighting fixtures at a cost not to exceed \$6,655.00; and

WHEREAS, the Finance Director indicates that there are sufficient funds available in the Fire Department Building Maintenance account (101-336.00-931.000) for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, authorizes acquisition of ten (10) outdoor lights and twelve (12) wall sconces for the Fire Station from the low-bidder, M.B.Electric, Adrian, MI at a cost not to exceed \$6,655.00.

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

RESOLUTION R09-084

RE: RESOLUTION OF INTENT TO AMEND AND EXPAND THE BOUNDARIES OF THE CITY OF ADRIAN LOCAL DEVELOPMENT FINANCE AUTHORITY (LDFA)

WHEREAS, the State of Michigan has adopted Public Act 281 of 1986, an Act to encourage local development to prevent conditions of unemployment and promote economic growth; to provide for the establishment of Local Development Finance Authorities and to prescribe their powers and duties; to provide for the creation of a board to govern an authority and to prescribe its powers and duties; to provide for the creation and implementation of development plans; to authorize the acquisition and disposal of interests in real and personal property; to permit the issuance of bonds and other evidences of indebtedness by an authority; to prescribe powers and duties of certain public entities and state officers and agencies; to reimburse authorities for certain losses of tax increment revenues; and to authorize and permit the use of tax increment financing; and

WHEREAS, under the authority of Public Act 281 of 1986, as amended, the Adrian City Commission, by resolution dated September 17, 1990, created a Local Development Finance Act (LDFA) District, certified by the State Office of the Great Seal on January 29, 1991, with the LDFA Development and Tax Increment Financing Plan adopted by resolution of the City Commission on August 19, 1991 and which is set to expire July 31, 2031; and

WHEREAS, by Statute, the Adrian City Commission may alter or amend the boundaries of the established LDFA pursuant to the provisions of Public Act 281 of 1986; and

WHEREAS, the governing body proposing to create or expand the authority shall set a date for holding a public hearing on the adoption of a proposed resolution creating the Authority and designating the boundaries of the Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission, by Resolution of Intent, hereby approves the date of **June 1, 2009** for holding a public hearing on the adoption of a proposed resolution creating the Authority and designating the boundaries of the Authority.

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

R09-085

May 4, 2009

RE: DEPARTMENT OF PARKS & RECREATION – Congestion Mitigation Air Quality (CMAQ) Grant Application to Fund Non-Motorized/Pedestrian Bridge Construction Extending Kiwanis Trail into Riverside Park

RESOLUTION R09-085

WHEREAS, the Congestion Mitigation Air Quality (CMAQ) Program is a federally funded grant program administered by the Michigan Department of Transportation (MDOT); and

WHEREAS, the Department of Parks & Recreation has submitted a grant application to fund non-motorized/pedestrian bridge construction extending Kiwanis Trail into Riverside Park; and

WHEREAS, the Region 2 Group, who recommends CMAQ projects to MDOT, has earmarked \$231,120 of CMAQ funds for this project for FY2009-10, with a local funding obligation amounting to \$87,780, including a twenty (20%) percent local match (\$57,780) and estimated project engineering costs (\$30,000), for a total project cost of \$318,900; and

WHEREAS, financing for this project will be administered by the Michigan Department of Transportation (MDOT), with local funds derived from the Major Street Fund (202-990.00-969.999) - \$80,000, and \$7,780 from Fee Estate-Capital Improvement Account (205-699.00-975.000); and

WHEREAS, the Parks & Recreation Director and City Administrator recommend approval of this resolution authorizing submission of a formal grant proposal to MDOT and commitment of local funds.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission by this resolution hereby authorizes the submission of a formal Congestion Mitigation Air Quality (CMAQ) grant application to the Michigan Department of Transportation (MDOT) for purposes of funding non-motorized/pedestrian bridge construction extending Kiwanis Trail into Riverside Park, at a total project cost amounting to \$318,900.

BE IT, FURTHER, RESOLVED that the local matching funds requirement, amounting to \$87,780, be committed to this project as designated in the FY2009-10 Budget and General Appropriations Act.

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

PUBLIC COMMENT

1. Judy LaPlant, Especially for You, asked for a quick resolution to the downtown parking issues. She is frustrated that the parking enforcement went back into effect after a 6-month lull.
2. Dave Richardson, The Lunch Box, feels that business owners need to take responsibility for their employees, making sure that they get permits and park where they should. Would like to see more police visibility in the downtown area at night.
3. Stephanie Weinberg, Maple City Floral, asked how the collection was going for parking assessments and what city fund does the parking money come out of.

4. Joe Ann Steele, Joe Ann Steele Insurance, asked about purchasing a strip of land the city owns that would square up her property.

After discussion between the Commission and business owners, Administrator Nelson gave an update on the parking situation. A meeting will be set up to discuss the parking issues.

COMMISSION COMMENTS

There were none.

Commissioner Steele moved to go into closed session to discuss possible real estate acquisition, seconded by Commissioner DuMars, motion adopted by a unanimous vote.

The next regular meeting of the Adrian City Commission will be held on Monday, May 18, 2009 at 7:00 p.m. in the Commission Chambers on the 2nd floor of Adrian City Hall, 100 E. Church St., Adrian, MI 49221.

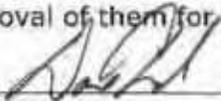
Gary E. McDowell
Mayor

Pat Baker
City Clerk

CHECK
REGISTER

May 4, 2009

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


Dane C. Nelson
City Administrator

DCN:bjw

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

Utility Department Vouchers	
Vouchers #3036 through #3044.....	\$ 174,664.88
General Fund	
Vouchers #19220 through #19251	\$ 295,121.77
Clearing Account Vouchers	
amounting to.....	<u>\$ 420,842.88</u>
TOTAL EXPENDITURES	<u>\$ 890,629.53</u>

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

May 18, 2009

UTILITY DEPARTMENT VOUCHERS

<u>Check Number</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
<u>Receiving</u>			
3036	City of Adrian: Payroll	Payroll for May 1	\$ 51,617.13
3037	Consumers Energy	Various Electric Bills	\$ 33,477.10
3038	City of Adrian: Clearing Acct	May 4 Ck Register Exp	\$ 85,877.35
3039	City of Adrian: Payroll	Payroll for May 8	\$ 15,497.89
3040	Verizon North	Phone Bills	\$ 148.20
3041	City of Adrian: General Fund	May Office Rent	\$ 650.00
3042	City of Adrian: General Fund	April Charges	\$ 59,016.84
3043	City of Adrian: IT Dept	April Services	\$ 6,025.34
3044	Consumers Energy	Water Plant Electric	\$ 8,232.38

Total \$ 260,542.23
Less: CK# 3038 \$ 85,877.35

TOTAL \$ 174,664.88

WW = \$ 123,166.46
WAT = \$ 137,375.77

18-May-09

GENERAL FUND
CHECK REGISTER

CHECK#	AMOUNT	PAYEE	DESCRIPTION
19220	\$ 214,136.74	City of Adrian: Payroll	Payroll for May 1
19221	\$ 14,668.75	First Federal Bank	Soc Security for May 1
19222	\$ 239.88	Verizon North	Police Phone bill
19223	\$ 5,593.36	Consumers Energy	Various Electric Bills
19224		City of Adrian: Local St	Transfer State MI Funds
19225	\$ 30.00	Lynn Savage	Recreation Refund
19226	\$ 65.00	Jim Torres	Recreation Refund
19227	\$ 65.00	Michelle Torres	Recreation Refund
19228		Wyatt Real Estate	Replace Ck#17593
19229	\$ 6,525.64	Citizens Gas Fuel Co	Various Heat Bills
19230	\$ 316,624.33	City of Adrian: Clearing Acct	May 4 Check Register
19231	\$ 4,807.86	Quick Service Transportation	Payroll W/E May 2
19232	\$ 520.05	City of Adrian: Utilities	Water Bills
19233	\$ 12,213.13	City of Adrian: Payroll	Payroll for May 8
19234	\$ 2,429.64	First Federal Bank	Soc Sec for May 8
19235		City of Adrian: Stormwater	Transfer State MI Funds
19236		City of Adrian: Stormwater	Transfer State MI Funds
19237	\$ 903.27	Verizon North	Various Phone Bills
19238	\$ 20.64	City of Adrian: Utilities	Correct posting April 15
19239		Patty Williams	Replace Ck#17993
19240	\$ 14,552.97	Lenawee Fuels Inc	DPW Fuel
19241	\$ 30.00	Mudita Sethi	Recreation Refund
19242	\$ 47.00	Gina Ryan	Recreation Refund
19243	\$ 44.00	Kelley Merillat	Recreation Refund
19244	\$ 27.00	Rusty Garza	Recreation Refund
19245	\$ 1,102.00	Tim Deatrick	Buy Back Pickup Truck
19246	\$ 291.18	City of Adrian	Petty Cash
19247		City of Adrian: Utilities	Transfer State MI Funds
19248	\$ 50.00	Randy Grof	Blue Cross Refund
19249	\$ 4,513.17	Quick Service Transportation	Payroll W/E May 9
19250	\$ 12,143.67	Consumers Energy	Various Electric Bills
19251	\$ 101.82	Verizon North	Police,DPW,Heritage Phone
	\$ 611,746.10		
	\$ (316,624.33)	Less: CK# 19230	
	\$ 295,121.77		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
1. 3-S CONSTRUCTION, INC.	21,805.64		
2. ADRIAN COMMUNICATIONS	469.20		
3. ADRIAN LANDFILL	350.76		
4. ADRIAN LOCKSMITH & CYCLERY	215.17		
5. ADRIAN WATER CONDITIONING IN	61.42		
6. ADVANCE AUTO PARTS COMMERCIA	31.33		
7. AIRGAS GREAT LAKES	288.03		
8. ALL METALS INC.	171.00		
9. ALLIED WASTE SERVICES	49,334.14		
10. ALLIED WASTE SERVICES #259	2,431.62		
11. AMAZON CREDIT PLAN	268.28		
12. APOLLO FIRE APPARATUS REPAIR	28.33		
13. APPLIED INDUSTRIAL TECHNOLOG	494.39		
14. ARBORIST SKILLS INC	750.00		
15. AREA AGENCIES ON AGING	24.00		
16. BADER & SONS CO	40.40		
17. BAKER & TAYLOR BOOKS	859.69		
18. BARCO PRODUCTS COMPANY	517.50		
19. BARRETT'S GARDEN CENTER	109.83		
20. BATTERY WHOLESALE	152.00		
21. GREG BELL CHEVROLET, INC	250.00		
22. BELL EQUIPMENT CO	154.27		
23. LAURA BERDYCK	238.16		
24. ROBERT BISHOP	229.48		
25. BLACK SWAMP EQUIPMENT	220.00		
26. MARCIA BOHANNON	82.83		
27. BRAKES-N-MORE	200.56		
28. BRAZEE SAFETY & SECURITY INC	552.00		
29. BRESSER'S INFORMATION SERVIC	238.00		
30. BROCK ENTERPRISES, INC.	150.62		
31. BROTZMAN'S NURSERY INC	1,787.00		
32. TODD BROWN	20.00		
33. B3&A SOFTWARE	12,355.00		
34. CDW-G COMPUTER SUPPLIES	26.00		
35. CNA SURETY	1,945.65		
36. COAST TO COAST DELI	70.37		
37. CONSUMER ENERGY	4,350.00		
38. CONTINENTAL CARBONIC PRODUCT	832.50		
39. CONTINENTAL SERVICE	902.47		
40. CUTLER DICKERSON CO	226.40		
41. CUTTING EDGE ENGRAVING	145.50		
42. D & J SPORTS, INC.	464.00		
43. D&P COMMUNICATIONS, INC.	1,586.39		
44. THE DAILY TELEGRAM	4,103.35		
45. DAN'S FARM SUPPLY INC	136.16		
46. DETROIT ELEVATOR COMPANY	164.00		
47. DEAN CONSTRUCTION CO	386.50		
48. JACK DOHENY SUPPLIES	418.27		
49. JAMES DUNCAN	45.00		
50. DUSHANE SALES	100.00		
51. EAST JORDAN IRON WORKS INC	7,723.62		
52. STEVE EBERLE	20.00		
53. SHIRLEY EHNIS	24.76		
54. ENGLEWOOD ELECTRICAL SUPPLY	99.22		
55. ENVIRONMENTAL RESOURCE ASSOC	1,052.51		
56. FAMILY SERVICE & CHILDREN'S	1,977.30		
57. FASTENAL COMPANY	317.66		
58. FAVORABLE IMPRESSIONS	39.96		
59. FISHER SCIENTIFIC COMPANY LI	227.64		
60. GALE	207.08		
61. GALL'S INC	58.72		
62. GALLANT & SON	586.89		
63. GENTNER MATERIALS	2,108.25		
64. GENTNER TRUCKING CO	2,898.87		
65. MARK SIGAX	20.00		
66. GORDON & SONS WELL DRILLING	1,200.00		
67. GRAINGER INC.	355.37		
68. DENISE GRITZMAKER	20.00		
69. H & H REPAIR	3,932.19		
70. HACH COMPANY	510.66		
71. HADDEN TIRE COMPANY	332.50		
72. HAFELT STANAN HALLAHAN	679.30		
73. HASSELBROING CIARK CO.	258.80		
74. GIL HERARD GUNS	136.36		
75. SHANE HORN	20.00		

CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
76. HUBBARD'S AUTO CENTER	873.05		
77. HUNTINGTON NATIONAL BANK	27,624.76		
78. HURON LIME INC.	6,014.20		
79. HYDROTECHNICS, INC.	4,180.00		
80. I K A VANTAGE POINT	6,112.93		
81. ICMA RETIREMENT CORPORATION	217.51		
82. IDEARC MEDIA CORP.	24.25		
83. INDUSTRIAL MILL SUPPLY CORP	699.50		
84. INGRAM LIBRARY SERVICES	99.70		
85. KEMIRA WATER SOLUTIONS INC	7,797.00		
86. KIMBALL MIDWEST	177.46		
87. KNISEL'S TREE SERVICE	4,900.00		
88. SONICA MINULTA- ALSTV	384.44		
89. BRENT RUBALEK	216.44		
90. LARRY'S MUFFLER	181.50		
91. LEGACY PRINTING	12.11		
92. LENAWEE COUNTRY CLUB	100.00		
93. LENAWEE COUNTY CIRCUIT	150.00		
94. LENAWEE COUNTY HEALTH DEPT	130.00		
95. LENAWEE COUNTY PRINTER	2,102.62		
96. LENAWEE COUNTY REGISTER OF D	17.00		
97. LENAWEE TIRE & SUPPLY CO	1,576.17		
98. LEXIS NEXIS RM INC	150.00		
99. DISCOMB DISTRIBUTING	105.00		
100. LOWE'S CREDIT SERVICES	1,635.72		
101. LUCIEN CHEMICAL INDUSTRIES L	14,437.10		
102. LYDEN OIL COMPANY	384.20		
103. MANPOWER OF LANSING MI INC.	979.20		
104. A&C MASSINGILL	116.60		
105. MC SPORTS	807.00		
106. GARY McDOWELL	20.00		
107. MCGOWAN ELECTRIC SUPPLY INC	173.34		
108. MCMASTER- CARR SUPPLY CO.	126.63		
109. METROPOLITAN UNIFORMS CO	227.48		
110. MICH ASSOC OF CEMETERIES	95.00		
111. MICHIGAN BUILDING SPECIALTIE	17,640.00		
112. MICHIGAN CAT CORP	2,327.00		
113. MICHIGAN CORPORATE OFFICE PL	1,278.00		
114. MICHIGAN DEPARTMENT OF	3,519.20		
115. MICHIGAN LIBRARY ASSOC	134.00		
116. MICHIGAN REC & PASK ASSOC	40.00		
117. STATE OF MICHIGAN	1,332.60		
118. MICROMARKETING LLC	248.81		
119. MIDWEST TAPE	52.97		
120. MOVIE LICENSING USA	385.00		
121. BUGS N' MORE IMAGING	6,699.30		
122. NEXTEL COMMUNICATIONS	1,131.15		
123. NORON INC	38,792.78		
124. NORTHERN TOOL & EQUIPMENT	159.56		
125. MIK OSHORN	20.00		
126. PARAGON LABORATORIES INC	2,560.00		
127. PEBBLESS SUPPLY INC	317.00		
128. J.W. PEPPER & SON INC.	1,042.99		
129. PIONEER MANUFACTURING CO.	590.00		
130. POE'S TOWNS	48.00		
131. GLENN PRESTON	20.00		
132. PROMEDICA PHYSICIANS GROUP	90.00		
133. QUICK SERVICE TRANSPORTATION	5,189.30		
134. QUILL CORPORATION	633.59		
135. RECORDED BOOKS LLC.	450.20		
136. RED PAINT PRINTING LLC	463.25		
137. RIG SUPPLY MICHIGAN MEYER, I	1,622.78		
138. TIM RUTCHIE	20.00		
139. SAFENWAY MOVING & STORAGE	486.00		
140. SCHOLASTIC INC	466.42		
141. SCIENTIFIC METRODS INC	380.00		
142. SCORE AMERICAN SOCCER COMPAN	899.71		
143. SERVICE ELECTRIC CO OF AUBRIA	2,648.50		
144. SERVICE MASTER OF LENAWEE	350.00		
145. SIGN LANGUAGE SIGNS, INC.	15.00		
146. MIKE SPRINGER	28.50		
147. STAPLES	42.40		
148. STEVENSON LUMBER, INC.	210.78		
149. JEFFREY A. STICKNEY, DO, PC	575.08		
150. LAD STRAYER	350.00		

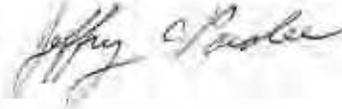
CLAIMANT	AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT REJECTED
151. SUPER LAUNDROMAT &	109.90		
152. THOMSON WEST	332.63		
153. TIME EMERGENCY EQUIPMENT INC	118.00		
154. TOBY'S INSTRUMENT SHOP INC	306.00		
155. TOLEDO PHYSICAL EDUCATION SU	99.75		
156. TOPSOILS OF CLINTON	760.00		
157. TRI-COUNTY INTERNATIONAL TRU	99,407.28		
158. PAUL TRINKA	20.00		
159. TTB CLEANING LLC	100.00		
160. UTILITIES INSTRUMENTATION	2,224.00		
161. VALLEJO, RALPH	25.00		
162. LAURENCE VANALSTINE	53.35		
163. WARREN HOLDING CO LLC	1,300.00		
164. WEISKOPF INDUSTRIES CORP	120.00		
165. WEST GROUP PAYMENT CENTER	114.00		
166. WINDER POLICE EQUIPMENT	93.50		
167. WOODLANDS LIBRARY COOPERATIV	3,618.82		
168. WRIGHT SIGNS INC.	10.00		
169. XCELL WIRELESS	299.99		
TOTAL ALL CLAIMS	420,842.88		

COMMUNICATIONS

MEMO

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

From: Jeffrey C. Pardee, Finance Director



Re: State Revenue Sharing - Update

Date: May 6, 2009

Actual Revenue Sharing payments for August, October, December, February and April have been received and recorded. A comparison between estimated and actual is provided as follows:

	State		Variance	
	Estimated	Actual	Amount	Percent
August	\$451,452	\$451,452	\$ -0-	-0- %
October	438,024	443,973	5,949	1.4%
December	423,826	435,448	11,622	2.7%
February	414,050	414,573	523	0.1%
April	303,646	265,137	(38,509)	(12.7)%

A comparison of FY2008-09 Budget and actual receipts through December and estimated receipts for the balance of the year follows:

	Original	Actual/Estimated Receipts*			Variance	
	Budget	Constitutional	Statutory	Total	Amount	Percent
August	\$451,452	\$250,941	\$200,511	\$ 451,452	\$ -0-	0.0 %
October	434,993	260,678	183,295	443,973	8,980	2.1 %
December	420,893	272,982	162,466	435,448	14,555	3.5 %
February	411,185	254,658	159,915	414,573	3,388	0.8 %
April	301,545	197,603	67,534	265,137	(36,408)	(12.1)%
June*	319,149	222,123	32,211	254,334	(64,815)	(20.3)%
Total	\$2,339,217	\$1,458,985	\$805,932	\$2,264,917	\$(74,300)	(3.2) %

The August through April payments reflect actual amounts received to date compared with the Adopted Budget. The asterisk indicates estimated future payments, based on the Governor's Executive Order issued on May 5, 2009, which indicates that the Statutory portion of Revenue Sharing will be reduced by 33% for the last payment of the City's current fiscal year and the first payment of the City's next fiscal year.

Furthermore, an additional eight (8%) percent reduction of the Statutory portion of Revenue Sharing is anticipated for the balance of the FY2009-10. The following schedule compares the City's FY2009-10 Adopted Budget with the latest State Department of Treasury estimates for the same time period.

**CITY OF ADRIAN
FY2009-10**

	Original Budget	Estimated Receipts		Total	Variance	
		Constitutional	Statutory		Amount	Percent
August	\$396,537	\$243,703	\$129,910	\$ 373,613	\$ (22,924)	(5.8)%
October	462,643	260,606	175,292	435,898	(26,745)	(5.8)%
December	418,195	238,647	155,372	394,019	(24,176)	(5.8)%
February	422,571	254,722	143,421	398,143	(24,428)	(5.8)%
April	300,296	219,194	63,742	282,936	(17,360)	(5.8)%
June	<u>340,933</u>	<u>241,545</u>	<u>79,678</u>	<u>321,223</u>	<u>(19,710)</u>	<u>(5.8)%</u>
Total	<u>\$2,341,174</u>	<u>\$1,458,417</u>	<u>\$747,415</u>	<u>\$2,205,832</u>	<u>\$(135,343)</u>	<u>(5.8)%</u>

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

REGULAR
AGENDA

0-1

ORDINANCE 09-07

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

The City of Adrian Ordains:

1. That Section 3.1 of Article III of the City of Adrian Zoning/Development Regulations, and the Zoning Map to which reference is therein made, is amended to the extent of deleting the following property hereinafter described from the B-4 Shopping Center District and including the same in the B-2 Community Business District.
2. Parcel described as follows:

BEG 1889.91 FT S & 60 FT E OF W 1/4 COR SEC 11 T7S R3E TH E 200 FT TH S 110 FT TH W 200 FT TH N 110 FT TO POB
3. More commonly known as: 1377 South Main Street

INTRODUCTIONMay 18, 2009

SUMMARY PUBLISHED.....

ADOPTION.....

COMPLETED PUBLICATION.....

EFFECTIVE DATE.....

On motion by Commissioner _____

Supported by Commissioner _____

This ordinance was adopted by a _____ vote.

May 11, 2009

Honorable Mayor and City Commission;

At their May 5 regular meeting the Adrian City Planning Commission adopted the following resolution in support of rezoning 1377 South Main Street from B-4 Shopping Center District to B-2 Community Business, with the contingency that both parcels (restaurant and parking lot) be combined.

RESOLUTION

WHEREAS, Doug Baumgartner has submitted a request for rezoning of a single parcel identified in the Case File 09-0010; and

WHEREAS, the existing use of the parcels are commercial; and

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

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

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

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

BE IT FURTHER RESOLVED that the Adrian City Planning Commission approve the application for rezoning contingent upon the successful combination of parcels XA0-100-0010-00 and XA0-100-0012-03; and

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

In Favor of Motion: Al-Omari, Watson, Dye, Clegg, Jacobitz

Against Motion: none

Baumgartner LLC has a signed purchase offer for this property and the parcel (XA0-100-0012-03) immediately to the north that is being used as McDonald's parking lot. The development plan for this property is to demolish the existing McDonald's restaurant, when the new location (1080 East US-223) is in operation, the two parcels would be combined and a banking facility with drive-through would be constructed. The parcel to the north (parking lot) is already zoned B-2, while the parcel with the building is zoned B-4. The B-4 District has a 75 foot front setback, where the B-2 District is only 25 feet. The proposed building would be about 60 feet from the front lot line.

There were no comments from the audience or telephone calls or written communication received concerning this request. The Planning Commission did not have any questions or concerns about this rezoning. This request meets the review criteria of Section 28.06 of the Zoning/Development Regulations.

Respectfully submitted,

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

Denise Cook, Secretary



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

STAFF ANALYSIS

CITY PLANNING COMMISSION

DATE: April 30, 2009
CASE FILE: 09-0010
DATE: April 30, 2009
APPLICANT: Doug Baumgartner
P.O. Box 8326
Toledo, OH 43605
REQUEST: Rezoning
SUBJECT PARCEL(S): XA0-100-0010-00
1377 S. Main St.
Adrian, MI 49221

DESCRIPTION OF REQUEST

Applicant requests rezoning of the subject parcel from a B-4 designation to a B-2 designation. The adjoining parcel is zoned B-2 and this will result in a common parcel to be used for future development as indicated by the preliminary drawings submitted.

FUTURE LAND USE/ZONING

According to the City of Adrian Comprehensive Plan, future land use designation for the subject parcels is General Commercial.

DEPARTMENT REVIEWS

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

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

Petitioner wishes to combine the subject parcel, currently zoned as B-4, with the parcel to the north and currently zoned B-2, for future development.

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

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

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

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

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

There are no known environmental conditions which may be affected by the request. Community Development finds that no negative impact on values of the subject parcels or surrounding parcels would result from the proposed action. The proposed change will be harmonious with the surrounding properties and land uses.

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

The use of the parcel under current zoning designations is economically feasible. Proposed use of the parcel will prove to be more difficult for successful development conforming to City of Adrian standards.

RECOMMENDATION

Community Development recommends that the Adrian City Planning Commission (1) make a finding that the request for rezoning of the subject parcels satisfactorily meets the review criteria found in Section 28.06 of the City of Adrian Zoning Regulations, and (2) approves the request for rezoning of the subject parcel as shown **contingent upon the successful combination of parcels XA0-100-0010-00 and XA0-100-0012-03**, and (3) forwards the application to the Adrian City Commission with a recommendation for preparation and approval of an ordinance to amend the City of Adrian Official Zoning Map to show such change in use designations.

RESOLUTION

WHEREAS, Doug Baumgartner has submitted a request for rezoning of a single parcel identified in the Case File 09-0010, and

WHEREAS, the existing use of the parcels are commercial, and

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

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

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

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

BE IT FURTHER RESOLVED that the Adrian City Planning Commission approve the application for rezoning contingent upon the successful combination of parcels XA0-100-0010-00 and XA0-100-0012-03; and

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

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



Christopher M. Atkin
Community Development Director

APPLICATION FOR REZONING

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

1. It is desired and requested that the foregoing described property be rezoned from B-4 SHOPPING CENTER to B-2 SHOPPING CENTER

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

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

4. The property sought to be rezoned is located at 1359 S. MAIN ST. between US-223 Street and METCALF Street on the EAST side of the street. It has a frontage of 110 feet, and a depth of 200 feet.

5a. The property is part of a recorded plat and is known as Lot(s) Number(s): PARCEL # XAO-100-0010-00 of _____ (subdivision)

5b. The property is in acreage and is not part of a recorded plat. The property sought to be rezoned is located and described as follows: (Indicate total acreage also)

6. The property sought to be rezoned is owned by: McDONALD'S CORPORATION (COPY OF PURCHASE CONTRACT ATTACHED)

7. We attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, nor the property of other persons located in the vicinity.

8. Attached hereto are 12 prints of a plot plan showing the lot or parcel in question, and the intended layout. These prints are made a part of this petition and are drawn to scale.

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

Douglas Baumgartner APR. 7, 2009
Signature of Applicant

RECEIVED
APR 07 2009

Address and Phone Number - May also include fax number and/or e-mail address

CITY OF ADRIAN
COMMUNITY DEVELOPMENT

#7 STATEMENT REQUESTING CHANGE.

PETITIONER REQUESTS CHANGE AS ADJOINING PARCEL
(XAD-100-1012-03)
IS PRESENTLY ZONED B-2 AND THIS WILL RESULT IN A
COMMON PARCEL THAT WILL BE USED AS INDICATED IN
ENCLOSED SITE PLAN.

Doug Baumgartner
APRIL 7, 2009

RECEIVED

APR 07 2009

CITY OF ADRIAN
COMMUNITY DEVELOPMENT

R-1

R09-086

May 18, 2009

RE: **ADMINISTRATION – Marvin Farm Lease Agreement**

RESOLUTION

WHEREAS, the City of Adrian is the owner of approximately 157 acres of land adjacent to Beecher Road in the City of Adrian; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor is hereby authorized to enter into a Farm Lease Agreement with James Marvin to rent approximately 157 acres of tillable ground on the above mentioned parcel of real estate for Seventy-Five (\$75.00) Dollars per acre for a period ending December 30, 2009, and subject to other terms acceptable to the City Administrator.

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

FARM LEASE

This Lease Agreement entered into this ____ day of May, 2009, between the undersigned Landlord and undersigned Tenant:

WITNESSETH:

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

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

1. The term of this lease shall be from the date of this agreement to the last day of December 2009.
2. As rent hereunder, the Tenant shall pay the sum of \$75.00 per acre for 157 acres, said rent to be paid as follows: \$11,775.00 when the crops are removed, but not later than January 30, 2010.
3. The Landlord shall pay all taxes on the real estate above described.
4. The Landlord shall give the Tenant quiet and peaceful possession of the above-described premises so long as Tenant performs the terms and conditions contained herein. Notwithstanding this covenant, the Tenant understands that the Landlord may endeavor to use the rented land for purposes other than farming during the term of this Lease. It is understood by the Tenant that the Landlord, or anyone authorized by the Landlord, may enter onto the rented land for inspections. If any damage occurs to any growing crops, the Landlord will reimburse the Tenant for any such loss. The Landlord is also authorized to terminate this Lease as to a portion or all of the rented land during the term of this Lease and in the event the Landlord chooses to do so, the Tenant will be reimbursed for any loss sustained.
5. The Tenant shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of the Landlord.
6. The Tenant covenants and agrees that he shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of the Landlord.
7. The Tenant shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.
8. The Tenant shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing.

9. The Tenant agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent the Tenant from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.
10. The Tenant agrees to discontinue the practice of no-till farming and will plow under debris present after harvest.
11. The Tenant shall not plant any crops on the premises which could not normally be harvested prior to the end of the term of this lease.
12. If default is made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by the Tenant, it shall be lawful for the Landlord, without notice, to declare the term ended and to remove and put out the Tenant or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, the Landlord shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of the Landlord in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between the Landlord and the Tenant, after affording the Tenant a reasonable amount for his costs and labor in connection with the crops.
13. The Landlord does covenant that the Tenant, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.
14. Tenant agrees to work with the Landlord to eliminate water-borne debris onto adjacent property.

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

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

IN THE PRESENCE OF:

LANDLORD:

City of Adrian:

By: _____

Gary E. McDowell

Its: Mayor

TENANT:

By: _____

James Marvin

7151 W. Beecher Rd.

Clayton, MI 49235

R-2

Adrian Fire Department



Memorandum

To: Mayor Gary McDowell
Adrian City Commission

From: Paul G. Trinka, Fire Chief

CC: Dane Nelson, City Administrator

Date: May 8, 2009

Re: 2009 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

In an effort to look for low cost or no cost ways to improve our capability and safety, the Fire Department would like to apply for a grant from the U.S. Department of Homeland Security. The grant, known as the 2009 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM a number of different program areas. AFD would like to apply for funds to purchase fitness equipment for use by members of the department. We applied for the same equipment in 2008 but the program funding did not cover all of the requests. I would ask that Jeff Pardee carry forward the budgeted 10% city contribution of \$2200 for next fiscal year.

The award would likely take place late in 2010. The program was established 8 years ago and has had great success in replacing equipment in fire departments throughout the country.

R-2
R09-087

May 18, 2009

RE: FIRE DEPARTMENT – 2009 Assistance to Firefighters Act Grant Application

RESOLUTION

WHEREAS, the Adrian City Fire Chief is requesting authorization to submit a grant application, under the auspices of the 2009 Assistance to Firefighters Act, for the purpose of acquiring fitness equipment to be located at the fire station for firefighters use at an estimated cost of \$22,000 (90% federal - \$19,800; 10% local match - \$2,200); and

WHEREAS, upon grant award, the Finance Director will recommend a funding source for the local match; and

WHEREAS, the Fire Chief and City Administrator recommend authorization to submit the aforementioned grant application and commitment of the 10% local match.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, authorizes the submission of a grant application to the U.S. Department of Homeland Security 2009 Assistance to Firefighters Grant Program for the purpose of acquiring fitness equipment to be located at the fire station for firefighters use at an estimated cost of \$22,000 (90% federal - \$19,800; 10% local match - \$2,200) and commits to funding the required 10% local match.

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



Adrian Fire Department

Memorandum

To: Mayor Gary McDowell, Adrian City Commission

From: Paul G. Trinka

CC: City Administrator Dane Nelson, Community Development Director Chris Atkin,
Chief Terrance Collins, Parks and Recreation Director Mark Gasche

Date: May 6, 2009

Re: City of Adrian's Website Redesign

Earlier this year the city solicited proposals for a website redesign. Five firms offered services to the city for updating the city's website using a new layout, new graphics, updated navigation and moving to Web 2.0 standards for function and interactivity.

Based on a review of the proposals a committee of City Administrator Dane Nelson, Chief Collins, Mark Gasche, Chris Atkin and myself, three companies were chosen to give presentations about their product: Civic Plus (our current provider), Vision Internet and Municipal Web Services.

The committee's focus during the presentations was:

1. Aesthetically pleasing design
2. Functional navigation without clutter
3. Components similar to our present site with locations for document storage, calendars, news and announcements
4. Additional components such as available property searches, website workflow and notification
5. Fully functional content management software (CMS) that is easy for a non-technical user
6. Affordability

It is the consensus of the committee that Municipal Web Service of Birmingham, Michigan had the best product of the finalists. Currently Municipal Web Services has designed site for clients in Michigan, Illinois, Wisconsin, Texas and Florida. A partial list of Michigan clients is attached.

Municipal Web Services pricing is ala carte with a wide variety of options to choose from and upgrades that can be implemented at a later time. The committee recommends the following options:

Website Redesign, Template creation	\$11,900 onetime fee
<u>Library Template design</u>	<u>\$2,000 onetime fee/not to exceed</u>
Total Onetime Fee	\$13,900

Hosted option (website resides on Municipal Web's server)	\$200 per month
<u>Available Buildings and Sites</u>	<u>\$65 per month for 200 sites/buildings</u>
Annual Fee	\$3180

Adrian Library was the pioneer in websites for the city a number of years ago. Adrian High School students developed a template that the library has used since its inception. The redesign committee would like to bring the library into a more uniform look with the city's website for branding purposes. The library template will have the same functions and layout as the city site with different graphics and possibly color scheme.

One important component of the redesign is training for the city staff to maintain consistency. Municipal Web Services will provide End User Training with the CMS in weeks 12 and 13 of the project. The training will bring those adding content from each department to a level of proficiency with the new system, giving us a more consistent website look.

The City Administrator has also recommended a website content subcommittee, much like our newsletter subcommittee to meet and approve changes and additions to the website. This is a very easy and reasonable thing to do with the CMS from Municipal Web Services. Brief meetings following our Tuesday or Wednesday staff meetings could be set aside to approve additions or make minor content change.

If the City Commission approves the selection of Municipal Web Services their proposal has a 15 week timeline from project kickoff to implementation.

CITY OF ADRIAN, MICHIGAN
 CITY WEBSITE DESIGN & DEVELOPMENT
 DUE DATE: FEBRUARY 5, 2009

VENDOR	NOT TO EXCEED	
Vision Internet Santa Monica, CA	\$ 55,375.00 Web hosting: \$200 per month	
CivicPlus Manhattan, KS	\$ 11,800.00 One-time Cost Annual Hosting Fee: \$2,400.00 Annual Unlimited Support: \$3,900	
inCommand Technologies Corning, NY	\$ 18,500.00 Monthly Hosting: \$40per mo One-time fee with no annual license fee	
Revize Software Systems Troy, MI	OPTION ONE: First year \$200.00 per month \$4,000.00 Set Up Custom \$2,500.00 Pre-built design TOTAL: \$6,400.00 (custom) TOTAL: \$4,900.00 (templates)	
Revise Software Systems Troy, MI	OPTION TWO: \$11,000.00 Server License with on web Space \$4,000.00 Set Up Custom \$2,500.00 Pre-built design TOTAL: \$15,000 (custom) TOTAL: \$13,500 (templates)	
Municipal Web Services Birmingham, MI	No cost listed	

Michigan Municipal Clients

City of Allen Park	www.allenparkdowntown.com
City of Battle Creek	ci.battle-creek.mi.us
Battle Creek Parks and Recreation	www.bcparks.org
City of Bloomfield Hills	www.bloomfieldhillsmi.net
Bloomfield Township	www.bloomfieldtwp.org
City of Brighton	www.brightoncity.org
Brownstown Township	www.brownstown-mi.org
Buena Vista Township	www.bvct.org
Calhoun County Michigan	www.calhouncountymi.org
Calhoun County Road Commission	www.calhouncrc.net
Cascade Township	www.cascadetwp.com
Chesterfield Township	w.chesterfieldtwp.org (redesign available April 1)
City of Douglas	ci.douglas.mi.us (redesign available March 1)
City of Farmington Hills	www.fhgov.com
City of Ferndale	www.ferndale-mi.com
Grand Blanc Township	www.twp.grand-blanc.mi.us
Grand Haven Township	www.ght.org
City of Grandville	www.cityofgrandville.com
City of Highland Park	www.highlandparkcity.us
Independence Township	www.twp.independence.mi.us
City of Inkster	www.cityofinkster.com
City of Niles	www.ci.niles.mi.us
City of Northville	www.ci.northville.mi.us
City of Novi	www.cityofnovi.org
City of Owosso	ci.owosso.mi.us
Plymouth Township	www.plymouthtownship.org
City of Rochester Hills	www.rochesterhills.org
City of Walker	www.ci.walker.mi.us
Waterfor Township	twp.waterford.mi.us (redesign available April 1)
City of Wyandotte	www.wyandotte.net (redesign available April 1)

MWS had about 40 other municipal clients in Illinois, Wisconsin, Texas and Florida. Some of these clients are listed in our References Page.

Project Timeline

This timeline provides a representation of the typical timeline for a website redesign project.

Task	Who	Month 1				Month 2				Month 3				Month 4			
		Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4
Design Website																	
Discuss design preferences	MWS COA	█															
Prepare 2 unique designs	MWS	█	█	█													
Review design with client	MWS COA			█													
Make required modifications	MWS				█												
Construct New Website																	
Create templates	MWS					█											
Consult with client on content	MWS COA			█	█												
Construct website shell	MWS					█	█										
Gather/provide content	COA				█	█	█										
Reprogram skin on apps	MWS				█	█	█	█									
Construct website	COA								█	█	█	█	█	█	█	█	█
Test website for consistency	MWS COA													█	█	█	█
Client review of website	COA													█	█	█	█
System Integration																	
Install/Test CMS		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
End User Training													█	█			
Perform Maintenance	COA														→		

City of Adrian, Michigan



Pricing Detail

April 21, 2009

Curt Anderson
curt@muniweb.com
888-MUNI-WEB

 **Municipal™
Web Services**

A Michigan Company, Employing Michigan Workers

All information contained in this proposal is ©2009 by Municipal Web Services.

Pricing

[back to TOC](#)

Website Redesign, template creation	\$11,900 one time
Optional Additional Template Creation – for an intranet, a DDA site, historical commission, etc. Does not include design time.	\$1,000
Software/Services	
Hosted Option - Content Management System, 1 hosted website, Enterprise Edition, 1 year support and updates. Includes training for one content editor training class	\$200/mo/website
eGov Manager Modules – Action Center – Customer Service Request Processing Event Calendar Document Manager Agendas/Minutes Manager Parks and Rec Registration eCommerce Payment system	eGov Manager Module are generally \$140/mo or \$340/mo based on their functionality and have varying upfront costs. Call to discuss specific requirements
Blossom Advanced Search	\$25/mo for 1,500 pages \$5/mo for next 1000 pages
Available Buildings and Sites – includes administrative that allows the City to manage and communicate with users (realtors), approve postings of properties, mass mail realtors to remind them to update information and determine what information is available in the system. End users can search on criteria and sort the results as needed with a detailed view of information is desired.	\$65/mo/200 sites/buildings.
Vendor Management System – Allows vendors to register to do business with city by providing contact information and NIGP codes. The administrative system allows for communication with all or groups of vendors, development/storage of bid lists and downloading vendor address information for processing mailing labels.	\$125/mo

<p>Texting ListServe – includes the ability for users to subscribe/unsubscribe from a list to receive text messages. The City can use a password-protected administration system to send text messages. Text messages will be limited to the industry standard text limit so that charges for numerous messages are not incurred by the users.</p>	<p>\$30/mo/1000 subscribers No limit on messages</p>
<p>Streaming Video</p>	<p>Storage - 5 cents/meg/mo Bandwidth - \$12/Gig \$150/publishing point (bandwidth)</p>

Pricing Assumptions

The following assumptions have been made in preparing the timeline and pricing in this proposal. Deviations from the assumptions may impact the pricing and timing of the project.

- Clean, appropriately sized graphical objects (maps, pictures, logos, seals, etc.) will be specified by Municipal Web Services and provided by The Northwest Municipal Conference. If approved by the NWMC, some stock imagery can be used but may result in additional charges.
- PDF forms will be transferred to the new site as-is
- Material for the site will be provided in electronic format.
- Two design will be developed for the home page and one round of modifications will be made to that design. One round of modifications will be made to the secondary page design.
- If the purchase/self hosted option is chose, the Kentico CMS requires Windows (2000, 2003, 2008), .NET framework 2.0 or higher, and SQL Server (Express version is adequate).

The following labor rates will be used for work outside of scope or for future development and enhancements:

Web/HTML construction:	\$50/hr.
Script language programming	\$85/hr.
Project management	\$125/hr.

RE: INFORMATION TECHNOLOGY DEPARTMENT –Professional Services Contract for City of Adrian Website Design & Development

RESOLUTION

WHEREAS, earlier this year, the City of Adrian Purchasing Office solicited proposals for website design & development; and

WHEREAS, five firms offered services to the City for updating the City’s website using a new format, new graphics, and updated navigation, all in compliance with Web 2.0 standards for function and interactivity; and

WHEREAS, based on a review of the proposals, an administrative committee composed of City Administrator Dane Nelson, Police Chief Terry Collins, Parks & Recreation Director Mark Gasche, Community Development Director Chris Atkin and Fire Chief/IT Director Paul Trinka, selected three companies to give presentations: Civic Plus (our current provider), Vision Internet and Municipal Web Services; and

WHEREAS, the criteria for selection and recommendation were as follows:

1. Aesthetically pleasing design;
2. Functional navigation without clutter;
3. Components similar to our present site with locations for document storage, calendars, news and announcements;
4. Additional components such as available property searches, website workflow and notification;
5. Fully functional content management software (CMS) that is easy for a non-technical user;
6. Affordability; and

WHEREAS, based on the proposals and presentations, as well as reference checks, the committee recommends selection and engagement of Municipal Web Services, Birmingham, MI in the City’s Standard Professional Services Contract to perform the requested services at the following costs:

Website Redesign, Template Creation	\$11,900 onetime fee
Library Template Design	<u>2,000 onetime fee/not to exceed</u>
Total Onetime Fee	<u>\$13,900</u>
Hosted option (website resides on Municipal Web’s server)	\$ 200 per month
Available Buildings and Sites	<u>65 per month for 200</u>
Total Annual Fee	<u>\$ 3,180</u>

WHEREAS, the Finance Director indicates that sufficient funds (\$17,080) are available for this purpose in the Economic Development Fund – Contribution to Lenawee County Corp. for Economic Growth account (276-895.00-969.000); and

WHEREAS, the City Administrator recommends approval of this resolution, including the appropriate budget amendments.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the selection and engagement of Municipal Web Services, Birmingham, MI in the City's Standard Professional Services Contract to perform the aforementioned services at the following costs:

Website Redesign, Template creation	\$11,900 onetime fee
Library Template design	<u>2,000</u> onetime fee/not to exceed
Total Onetime Fee	<u>\$13,900</u>
Hosted option (website resides on Municipal Web's server)	\$ 200 per month
Available Buildings and Sites	<u>65</u> per month for 200
Total Annual Fee	<u>\$ 3,180</u>

BE IT, FURTHER RESOLVED that the FY2008-09 Budget be amended as follows:

Economic Development Fund (Fund 276)

Expenditures:

(276-895.00-969.000) Contrib-Lenawee Corp. For Economic Growth	\$(17,080)
(276-965.00-969.661) Transfer-Out - Information Technology Fund	<u>17,080</u>
Total	<u>\$ -0-</u>

Information Technology Fund (Fund 661)

Revenue:

(661-000.00-676.276) Contrib.-Economic Development Fund	\$17,080)
---	-----------

Expenditures:

(661-290.00-812.000) Consultant Fees	<u>17,080</u>
Total	<u>\$ -0-</u>

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

City of Adrian Website Design and Development Request for Qualifications

Request for Qualifications

City of Adrian

Website Design & Development

City of Adrian
100 East Church Street
Adrian, MI 49221
www.ci.adrian.mi.us

City of Adrian Website Design and Development Request for Qualifications

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City of Adrian Website Design and Development Request for Qualifications

Overview

The City of Adrian is seeking to update its website to;

- Improve online customer service
- Increase e-government site functionality
- Simplify content management and administration for City staff
- Meeting high standards for design quality and visual appeal

The key to an effective website is up-to-date content that meets user need and helps users locate needed information and services as easily as possible. The City is looking for a robust and powerful Content Management System (CMS) to empower designated City employees with the responsibility for updating web content while maintaining a content committee to approve publication of each page.

This project may be implemented in phases due to budget constraints. The City of Adrian is seeking a company that can accomplish all of the functionality identified in this RFQ but has the flexibility of doing so in a phased approach if necessary. The City also seeks a company that has the capability of integrating future new features, software and technologies that may be provided by the CMS or other software vendors.

Situational Analysis

The City of Adrian will enter into a professional services agreement with a qualified vendor to design and implement a new City website based on the above strategy. The City's website URL is www.ci.adrian.mi.us.

Currently, site content is based on a Content Management System. Problems with the existing system include but are not limited to the following:

- Key individuals maintain the site for their department, resulting in inconsistencies, varying styles, lack of editorial controls and stagnant information.
- Individual pages are uploaded manually to current site, often requiring additional work by IT Staff because of reuse of modified pages with hidden codes that the creator cannot see in a MS Word document. Staff cannot understand why a page doesn't look the same once it is uploaded.
- Individuals exceed the limitations of the allowed templates, creating inconsistent pages and overall poor design.
- Newer technologies such as a link to the city's ESRI/ARC GIS products have not been implemented into the website.
- Third party website vendors for property tax records as well as utility billing information, code of ordinances and online bill paying services do not fit the style of the current site because of redirection to the third party provider's site.

Even though the current system offers content management tools that allow departments to make updates or content contributions to their respective pages, training took place a number of years ago. Users that are more tech savvy have little difficulty; those that are

City of Adrian Website Design and Development Request for Qualifications

not often become frustrated. This results in content changes that are not systematic, are prone to becoming outdated and fall outside the established style guidelines of the current CMS provider.

The City's site is currently not audience-based but driven by staff's concept of what each department does in their respective area of responsibility. An audience-based site is essential to making the site more user-friendly. The components and elements desired by the city must meet the following goals:

- The website should solve problems for citizens and organizations by providing information and services online.
- The website should be a cost effective tool to serve the citizens and organizations of the City of Adrian.
- The website should convey an image that is positive to the local economy and a positive perception of the local community.

The City is actively seeking a qualified Web vendor to replace the existing Website who will lend guidance and give direction to achieve these goals. The City's emphasis is on incorporating extensive content management tools and database driven architecture while providing a user-friendly and intuitive site structure and interface that is compliant with ADA and Section 508 of the Rehabilitation Act.

City of Adrian Website Design and Development Request for Qualifications

Background

Adrian, Michigan, located in Lenawee County just north of Toledo and south of Metro Detroit, covers roughly 8 square miles and has a population of approximately 22,500. Adrian is a friendly and diverse city with a rich heritage and numerous cultural amenities, including the third oldest continually operated theater in the United States, three colleges, diverse architecture and a large municipal park system. Founded in 1826, Adrian was an industrial community in its early days and became known for a variety of products.

The town is known for its quiet, well-defined neighborhoods, full of charming and unique architecture on tree-lined streets. The City of Adrian was founded in 1826 by Addison Comstock, who platted the village in 1828.

In 1836, Adrian's future as an important city in Lenawee County was assured when a group of financiers opened a railroad line between Adrian and Toledo. By 1860 Adrian was the third largest city in Michigan, with about 6,000 residents. The mid to late Nineteenth Century was a great period of growth for the City. Most of the City's distinctive brick downtown buildings as well as historic homes were constructed during this time.

Adrian College moved to the City of Adrian in 1859, and has been a significant presence ever since. The Congregation of Adrian Dominican Sisters was founded in 1884. In 1896, the Sisters opened St. Joseph's Academy as a girls' boarding school, and in 1919 they opened St. Joseph's College (the name of the College was changed to Siena Heights in 1939).

By the end of the Nineteenth Century, the main railroad route to Chicago no longer passed through Adrian, and some of the major industrial employers had closed or diminished their facilities. Adrian then became a leader in the woven wire fence industry, with at least four major fence companies headquartered in Adrian. An advertisement for the Page Woven Wire Fence Company appears at lower right.

Throughout the early Twentieth Century, metal plating companies and automobile suppliers increased their presence in Adrian. World War II contributed to a major manufacturing boom. The beginnings of Adrian's significant Latino community also occurred around this time, as many new workers were needed for the factories.

Like many other manufacturing towns, through the second half of the Twentieth Century Adrian experienced the ups and downs of the economy; the 1980's were an especially difficult time as many area manufacturing facilities closed or moved their operations to cheaper locations in the south or outside the country.

Today Adrian City government is a full-service municipal organization that provides police and fire, recreation and library, community development, streets, water and wastewater treatment and other public services, including a City government website.

Vendor Qualifications

The intent of this RFQ is to enable the City of Adrian to evaluate vendor experience, qualifications and capabilities for developing and implementing a new City website. The

City of Adrian Website Design and Development Request for Qualifications

desired qualifications are outlined below. Responders are to submit a written narrative corresponding to each of the numbered items:

1. Municipal Website Design Experience

- A. Michigan municipal clients (please list city name and website URL)
- B. Other municipal clients (please list city name and website URL)
- C. If no previous municipal experience, please explain relevant institutional website experience (please list other clients/URLs)
- D. References (minimum three references, including all contact information below)
 - 1. Client Name
 - 2. Client Contact Person
 - 3. Phone and Fax
 - 4. Client Address
 - 5. Website Address

2. Company Profile

- A. Number of years in business
- B. Office location(s) (Include business address)
- C. Demonstrated company financial stability
- D. The ability to comply with The City of Adrian Professional Services contract – Attachment A. (Will be needed to award winning bid but not completed for the RFQ) The contract will need to be maintained throughout the life of the agreement.

3. Team Members/Roles (list all personnel to be assigned to this project)

- A. Name, title, role (e.g., project management, programming, graphics)
- B. Background of staff converting the existing site and the background of staff that will maintain the new site.

4. Vendor Service Capabilities (Describe all available)

- A. Web development
- B. Software tools (e.g., Content Management System or modules)
- C. Site maintenance
- D. Site hosting
- E. Client training
- F. Availability of robust self-service documentation and technical support
- G. Demonstrated PCI DSS compliance on all sensitive information
- H. Appropriate redundancy and scalability to avoid unexpected outages and to accommodate periodic maintenance, usage growth and sudden usage surges
- I. Meets U.S. Federal Government ADA requirements and Section 508 of the Rehabilitation Act
- J. 24 x 7 support
- K. Security for both City staff and users
- L. Other

5. General Design Components and Features

- A. Home page to have links taking different groups to the information they are most likely to need
- B. Information arranged in a question and answer format

City of Adrian Website Design and Development Request for Qualifications

- C. Frequently Asked Question Sections
- D. Easy to find schedules, agendas and minutes for public meetings
- E. Request services online
- F. Online, returnable forms and applications
- G. Code of ordinances, GIS, online payments, property records, tax records, utility bill records available and to have a consistent look

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5. Integrated Content Management System (CMS) Components and Tools

The CMS listing below represents functional categories and is not comprehensive; others may be recommended or added. The City's new website vendor must be able to provide the desired components shown. Due to budget constraints, this project will be implemented in phases. Not all of the listed functionality will be required for Phase One, but may be required in the future.

**No. Component/
Module Name
Function
Offered by Vendor
(Indicate: Yes/No)
Vendor Comment**

- A. Access GIS; Interface to Existing Systems and databases
- B. Agenda Postings, Meeting Minutes
Upload Agendas
- C. Automatic expirations
Expiration Dating
- D. Browser Based Administration
Update, Delete And Create Template-Based Web Pages
- E. Calendar – Departmental as well as City Wide
Update/Publish Calendars by both Department and City Wide
- F. Departmental Home Pages Dynamic Content
- G. Directories, Listings Dynamic Content
- H. E-Notification
Electronic Subscription
- I. Enterprise Portal
- J. Event Registration, Online Reservation/Payment
- K. Forward To A Friend E-Mail Extension
- L. Frequently Asked Questions Dynamic Content
- M. FTP Capable Upload/Download Capability
- N. Hit Tracking Analytics
- O. Intranet/Extranet User Restricted Pages
- P. Multi-Lingual Support Dynamic Content

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- Q. News & Announcements Dynamic Content
- R. News Releases Online Publishing
- S. Newsletters/E-Zine Subscription And Online Publishing by Dept.
- T. Online Forms
Forms/Publishing/Tracking
- U. Overlay template for Property Records, Tax Information, Utility Billing,
Online Payments
- V. Printable Pages
Print-Friendly Function
- W. RFP/RFQ Posting Dynamic Content
- X. Rotating Photos/Banner Ads Using Macromedia/
Dynamic Image Display
- Y. RSS Feeds Registration by Dept.
- Z. Site Search
Internal Site Search Engine
- AA. Special event/facility liability forms
Secure Online Registration - by Dept.
- BB. Survey/Polling Capability
Poll/Question/Answer tracking
- CC. Vendor Registration
Online Registration
- DD. Site Index
- EE. Video Hosting
- FF. Marketing for existing and potential new businesses
- GG. Bids
- HH. Other

City of Adrian Website Design and Development Request for Qualifications

6. Vendor/Municipal Contract Performance

(Please provide two examples that include all of the following):

- A. Client name and description of services provided
- B. Contract amount
- C. Contract duration
- D. Project outcome

Deliverables

This section identifies the deliverables associated with this RFQ:

- A. Under **Vendor Qualifications** section, complete and return items 1-6.
- B. Include a project approach summary for building a municipal website.
- C. Include a sample project schedule for building a municipal website.
- D. Only for the selected vendor. A copy of insurance certificates showing compliance with the City's insurance requirements (see Attachment A).

Other Submittal Requirements

The deadline for RFQ responses is Friday January 30, 2009 at 2:00 p.m. Submit five (5) copies of the RFQ response to the City of Adrian, 100 East Church Street, Adrian, MI 49221.

All responses must be addressed to the attention of Ms. Cindy Prue, Purchasing Agent, and marked on the outside "City of Adrian Website Design & Development RFQ."

Qualification packages submitted via facsimile will not be accepted. Submittals that are not received **on or before** the specified deadline will **not** be accepted (no exceptions). The City reserves the right to request follow-up information or clarification from vendors in consideration.

The City of Adrian reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which in the opinion of the City, will best serve the interests of the City.

Each response to this RFQ shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City for reimbursement will be accepted.

No RFQ will be accepted that exceeds 25 pages in length.

City of Adrian Website Design and Development Request for Qualifications

Evaluation Criteria

Responses to this RFQ will help the City identify the most qualified web vendor and will be indicative of the level of the firm's commitment. The table below illustrates the evaluation criteria weighting:

No.	Criteria	Weight
1	Qualifications	25%
2	Approach/Methods	15%
3	Site Quality	20%
4	References	15%
5	Responsiveness	20%
6	Price	5%

Total 100%

Selection Process

The selection process will involve the following phases:

- Phase One: A review team will evaluate vendor submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the vendor's acceptance of RFQ terms and completeness of submissions.
- Phase Two: Interview of most qualified applicants.
- Phase Three: Review team will check references given.
- Phase Four: The City will enter into negotiations leading to a professional service agreement.

Schedule

The approximate RFQ schedule is summarized below:

- Issuance of RFQ: January 8, 2009
 - Vendor submittals due: February 5, 2009, 2 p.m. Eastern Time **at City Hall** via mail or personal delivery
 - Vendor interviews, reference checks: February 2009*
 - Vendor approval, enter negotiations, execute a professional services agreement: March 2009*
- * Dates subject to change

City of Adrian Website Design and Development Request for Qualifications

Inquiries

Inquiries about this request for qualifications must be in writing (email requests are not allowed) and directed to:

Paul G. Trink

City of Adrian

100 East Church Street

Adrian, MI 49221

Phone: 517-264-4879

E-mail: pgtrinka@ci.adrian.mi.us

City of Adrian Website Design and Development Request for Qualifications

ATTACHMENT A

City of Adrian Professional Services Contract

City of Adrian Website Design and Development Request for Qualifications

CITY OF ADRIAN FINANCE DEPARTMENT PURCHASING UNIT

Professional Service Contract Number:

Contract Expiration Date:

Contract – NOT TO EXCEED AMOUNT

This "Contract" is made between the City of Adrian, a Michigan Constitutional Corporation, hereinafter called "City", and the "Contractor" as further described in the following Table. In this contract, either Contractor or the City may also refer to individually as a "Party" or jointly as the "Parties".

CITY OF ADRIAN 100 EAST CHURCH STREET ADRIAN, MICHIGAN
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City of Adrian Website Design and Development Request for Qualifications

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACT SERVICES

SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

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The following words and expressions when printed with the first letter capitalized as shown herein, whether used in singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1** "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a "Contractor Employee" at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2** "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigative expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3** "City" means the City of Adrian, a Municipal and Constitutional Corporation, its departments, agencies, authorities, boards, commissions, committees, and "City Agent" as defined below.
- 1.4** "City Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person acted in their personal representative or official capacities), and/or any persons

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acting by, through, under, or in concert with any of them. "City Agent" shall also include any person who was a "City Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed or elected and serving as an Agent.

- 1.5 "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

- 1.6 "Contract Documents" This Contract includes and fully incorporates herein all of the following documents:
 - 1.6.1. Exhibit I: Scope of Contractor's Services
 - 1.6.2. Exhibit II: Contractor Insurance Requirements.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1 The effective date of this Contract shall be: _____, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the City.
 - 2.1.3. This Contract is signed by an authorized agent of the City of Adrian Purchasing Office, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

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- 2.2 The City may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal or any extension of this Contract, upon ninety (90) days written notice to the Contractor, for any reason, including convenience, without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 2.3 The City's sole obligation in the event of termination is for payment of actual services rendered by the Contractor before the effective date of the termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay the Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 2.4 Contractor may terminate and/or cancel this Contract (or any part thereof) at any time upon ninety (90) days written notice to the City, if the City defaults in any obligation contained herein, and within the ninety (90) days notice period the City has failed or has not attempted to cure such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

§3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1 The Contractor shall perform all services identified and itemized in Exhibit I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.
- 3.2 The Contractor shall begin work under this Contract within ten (10) working days after the delivery of the Notice to Proceed to the Contractor. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.
- 3.3 If the Contractor shall be unavoidably delayed in the beginning or during the course of fulfilling the requirements of this Contract by reason of excessive storms or floods, or by an act of Providence, or by general strikes, or by court

City of Adrian Website Design and Development Request for Qualifications

injunction, or by stopping of work by the City because of an emergency or public necessity, or by reason of alterations ordered by the City, the Contractor shall have no valid claim for damages on account of any cause or delay; but he shall, in such case, be entitled to such an extension of the time limits specified in subsection 3.1 herein, as the City shall adjudge to be just and reasonable, provided, however, that formal claim for such extension shall be made in writing by the Contractor within one (1) week after the date upon which such alleged cause for delay shall have occurred.

- 3.4** The Contractor shall make alterations to the Scope of Services and related work under this Contract, as the City may expressly order in writing. Compensation for such alterations shall be determined by unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the City and the Contractor.
- 3.5** No claim against the City on account of alterations shall be valid unless such work has been previously ordered in writing and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the determination of the final actual amount.

§4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1** Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:
- 4.1.1.** In no event, shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the City with notice of this contingency at least fifteen (15) days before this event.

City of Adrian Website Design and Development Request for Qualifications

- 4.1.2.** In consideration of the faithful and entire performance by the Contractor of his obligations under this Contract, the City shall pay to him, at the time and manner hereinafter stipulated, an amount as determined by the actual measured quantities and the respective unit process contained in the Contractor's proposal which is herewith made a part of this Contract.
- 4.1.3.** Such amount shall be modified by such sums for alterations as may have been determined under the provisions of subsection 3.5 herein
- 4.1.4.** No more than once per month, the Contractor shall submit an invoice to the City, which shall itemize all amounts due and/or owing by the City under this Contract, as of the date of the invoice. The invoices shall be submitted in the form requested by the City. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account in order to ensure that the payments made equal the value of the work completed.

- 4.2** No progress estimate will be made or certified by the Contract Administrator, nor partial payment made to the Contractor by the City, shall be deemed or construed as an acceptance of any work under this Contract, unless otherwise agreed upon beforehand.

- 4.3** The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

- 4.4** As soon as practicable after the satisfactory completion of all work covered by this agreement, the Contract Administrator will make a final inspection of the work as a whole, and will prepare a final estimate of the total amount due the Contractor under the terms of the agreement.

- 4.5** Upon the acceptance of the completed work by the Contract Administrator, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid.

- 4.6** Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by the Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

City of Adrian Website Design and Development Request for Qualifications

- 4.7 This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 4.8 In providing services under this Contract, the Design Professional shall endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Design Professional, and by mutual agreement between the parties, the Design Professional will, without additional compensation, correct those services not meeting such a standard.

§5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1 Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances and professional standards.
- 5.2 Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3 Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the City herein.
- 5.4 Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes and unemployment compensation taxes. The City shall not be liable to or required to reimburse the Contractor for any federal, state and/or local taxes and/or fees of any kind.
- 5.5 Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but

City of Adrian Website Design and Development Request for Qualifications

not limited to, any professional dues, association fees, license fees, fines, taxes and penalties.

5.6 Contractor Employees.

- 5.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates and governmental authorizations as may be required by law.
- 5.6.2. Contractor shall solely control, direct and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.6.3. All Contractor Employees shall wear and display appropriate City-provided identification at all times while working on the City premises.
- 5.6.4. All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.

5.7 Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all terms of this Contract. Contractor shall indemnify and hold the City harmless for all Claims against the City by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.8 Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services and review all City requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

City of Adrian Website Design and Development Request for Qualifications

- 5.9** The Contractor's Relationship to the City is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the City.

56. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

6.1 Indemnification

- 6.1.1.** Contractor shall indemnify and hold the City harmless from damages which are incurred by the City by any person or entity, to the extent arising from the negligent acts, performances, willful misconduct, errors, or omissions of Contractor or Contractor's Employees, or material breach of this agreement including, without limitation, all Claims relating to injury or death of any person or damage to any property. The indemnity obligations do not apply to the extent that any damages for any claim are caused by the negligence of the City or its other contractors.
- 6.1.2.** The indemnification rights contained in this Contract shall not be limited to collectible insurance rights/policies. Contractor's indemnification obligations as described herein shall remain in full force and effect regardless of any dispute with any of its insurance companies.
- 6.1.3.** Contractor shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- 6.1.4.** Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a Contractor Employee.

6.2 Contractor Provided Insurance

- 6.2.1.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit II.

City of Adrian Website Design and Development Request for Qualifications

§7. GENERAL TERMS AND CONDITIONS

- 7.1 Access to City Facilities. While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the City for access to City facilities after the City's regular business hours.
- 7.2 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised in which order.
- 7.3 Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- "CONTRACTOR'S ASSURANCES AND WARRANTIES";
- "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
- "Damage Clean Up to City Property and/or Premises";
- "Audit";
- "Severability";
- "Governing Law/Consent to Jurisdiction and Venue"; and
- "Survival of Terms and Conditions".
- 7.4 City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if Contractor has failed to comply with federal, state or local laws, or any requirements contained in this Contract.
- 7.5 No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be

City of Adrian Website Design and Development Request for Qualifications

subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

- 7.6** Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.7** Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the City, Contractor shall furnish copies of any permit, license, certificate or governmental authorization necessary to provide services under this Contract.
- 7.8** Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of state and federal law.
- 7.8.1.** Contractor shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.8.2.** The City, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.9** Reservation of Rights. This Contract does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.
- 7.10** Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder, if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national

City of Adrian Website Design and Development Request for Qualifications

emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

- 7.11** Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the City, including all agencies and departments thereof, and any City agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the City. Contractor shall give the City notice if there are any City agents or relatives of City agents who are presently employed by Contractor.
- 7.12** Damage Clean Up to City Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any City property, its premises, or a City Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the City. If the repair or replacement cannot be completed to the City's satisfaction, Contractor shall reimburse the City the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all municipal sites are restored to their original condition.
- 7.13** Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- 7.13.1.** This Contract imposes no obligation upon the Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence; (i) was in the possession of, or was known by

City of Adrian Website Design and Development Request for Qualifications

Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.13.2. As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.

7.14 Contractor Use of City Licenses Software. In order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not transfer, remove, use, copy or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted Software contrary to the provisions of any applicable Software license agreement or state or federal law.

7.15 Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the City, the Contractor shall comply with all applicable grant requirements.

7.16 Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager shall coordinate with the City's Project Manager, the Contractor shall provide the name and qualifications of its Project Manager and an alternate.

7.17 Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The City's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the City's procurement authority for any contract modification in accordance with Section 7.27 of this Agreement.

City of Adrian Website Design and Development Request for Qualifications

- 7.18** Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers and Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
- 7.19** Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the City with reasonable access to such books and records.
- 7.20** Audit. Contractor shall allow the City's Finance Department, or an independent auditor hired by the City, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- 7.20.1**. Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the City within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within forty-five (45) days shall be deemed acceptance of the final audit report.
- 7.21** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign or subcontract any obligations or rights under this Contract without the prior written consent of the City.
- 7.21.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.21.2** Any assignment, delegation or subcontract by Contractor and approved by the City must include a requirement that the assignee, delegee or subcontractor will comply with the rights and obligations contained in this Contract.

City of Adrian Website Design and Development Request for Qualifications

- 7.21.3** The Contractor shall not assign or transfer this Contract or sublet any part of the work encompassed by it, except with the express written consent of the City.
- 7.21.4** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the City for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 7.21.5** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.21.6** This Contract cannot be sold.
- 7.21.7** The Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the express written consent of the City to do so.
- 7.21.8** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the City may declare this Contract null and void.
- 7.22** Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor" right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the City may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the City.
- 7.23** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition or provision of this Contract. No waiver by either Party shall subsequently effect its right to require strict performance of this Contract.

City of Adrian Website Design and Development Request for Qualifications

- 7.24** Severability. If a court of competent jurisdiction finds a term, condition or provision of this Contract to be illegal or invalid, then the term, condition or provision shall be deemed severed from this Contract. All other terms, conditions and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.
- 7.25** Captions. The section and subsection numbers, captions and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.26** Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

7.26.1. If notice is sent to the Contractor, it shall be addressed to:

City of Adrian Website Design and Development Request for Qualifications

7.26.2. If Notice is sent to the City, it shall be addressed to:

Ms. Cindy Prue
City of Adrian Purchasing Office
100 East Church Street
Adrian, MI 49221-2773

7.26.3. Either Party may change the address or individual to which notice is sent by notifying the other Party in writing of the change.

7.27 Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the Adrian City Commission.

7.28 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.28.1. The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other exhibits or documents.

7.29 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Lenawee County Circuit Court of the State of Michigan, the 2-A District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth

City of Adrian Website Design and Development Request for Qualifications

above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

- 7.30** Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

R-4



Adrian Public Library

143 E. Maumee St. • Adrian, Michigan 49221-2773

(517) 265-2265 • Fax (517) 265-8847
www.adrian.lib.mi.us

May 12, 2009

To: Honorable Mayor Gary McDowell and City Commission
From: Carol Souchock, Adrian Public Library Director
CC: Dane Nelson, City Administrator and Jeff Pardee, Finance Director
Re: Adrian Public Library Well Replacement

The well at the Adrian Public Library is the basis for the library's geothermal HVAC system. This system provides an economical means to cool the library and is the basis of our ongoing humidity control upgrades. The current well sustained a mechanical failure and has been declining in production over the last several years. Research was conducted to investigate the installation of a closed loop system to replace the well. This option was deemed not cost effective. My consultants City engineer Kristin Bauer, Todd Brown and Randy Oliver from J.E. Johnson agree that replacement of the well is the appropriate and most cost effective response to our well failure.

I would like to engage Gordon & Sons Water Well Drilling, Inc., at the cost of \$ 9, 948.35 to install the well and close the current well. This price includes all new parts except for the motor and drop pipes which will be utilized from the current well. This project requires urgency as the well failure is impacting the ongoing renovation at the library and our HVAC upgrades. The new well must also be installed before construction moves forward on the police building as it will be located in the north east corner of the police lot.

This project also requires the installation of electrical service and demolition of the current service, Service Electric has provided a proposal at a cost of \$1,225.00.

Plumbing work is also required to connect the well lines in the building to our chiller. I would like to engage Heritage Plumbing at a cost of \$1,231.00 to provide this service and for demolition of the old lines.

I request permission from the City Commission to authorize The City of Adrian to engage Gordon & Sons Water Well Drilling, Inc., Service Electric, and Heritage Plumbing and Heating at a cost not to exceed \$12,404.35. Due to the urgency of the situation, I request that the City waive the formal bid process and move forward with awarding the work associated with the well replacement.

The attached resolution has been prepared for consideration by the City Commission at their meeting of May 18, 2009.

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

Gordon & Sons Water Well Drilling, Inc.

Licensed Rotary Water Well Drillers

3768 W Monroe Road

Tipton, MI. 49287

517-431-2650

Service # 1-800-541-3838

May 5, 2009

City Of Adrian

100 E. Church St.

Adrian, MI. 49221

517-263-2161

Specification & Estimate for Adrian Library 143 E. Maumee St.

6" PVC Plastic Casing Approximately 110'	\$ 1,778.70
10' of 5" Stainless Steel Screen	\$ 2,021.42
Bentonite Grouting	\$ 677.27
120 GPM Pumpend	\$ 1,825.68
2" Pipe & Wire Conduit	\$ 618.75
6 x 2 Pitless adaptor	\$ 282.73
Pump Cable	\$ 200.00
3" check valve	\$ 443.80
Labor	\$ 1,600.00
Valves & Fittings	\$ 400.00
Abandon Old Well	\$ 100.00
Total	\$ 9,948.35

Dry Hole will be billed at \$ 1,500.00/ hole

Bid is for a 110 Ft. Well, Add or deduct 16.17 Ft for deeper or shallower well.

Gordon Terms: \$1500.00 deposit with order. The balance is due upon completion.

Finance charge of 1 1/2% per month on any unpaid balance 30 days after completion.

Annual Percentage rate is 18%.

Gordon & Sons Water Well Drilling, Inc. will assume no liability for damage done to the customers property or to adjacent properties not owned or leased by customer.

Prices When Billed Will Include All Applicable Sales Tax.

Signed By _____
Customer

Date _____

Signed By Phillip L. Gordon
Phillip L. Gordon

Date 5-12-09

Gordon & Sons Water Well Drilling, Inc. assumes no responsibility for additional chlorination and or sampling, quality, or quantity of well water.



3286 N. Adrian Hwy.
Adrian, MI 49221
Phone: (517) 263-4300
Fax: (517) 265-6811

PROPOSAL SUBMITTED TO:

City of Adrian
Adrian, MI 49221

WORK TO BE PERFORMED AT:

Library

Heritage Plumbing & Heating hereby propose to furnish all materials, equipment and labor necessary to complete the following work

Demo old well line from inside wall of chiller to existing 3" plastic water feed. Connect new 2" well line to 3" plastic feed line for chiller. \$1,231.00

All material is guaranteed to be as specified above and the work to be performed in accordance with the drawings and specifications submitted for the above work in accordance with the terms and conditions that follow this proposal for the sum of \$1,231.00

ACCEPTANCE OF BID PROPOSAL

You are hereby authorized to furnish all materials, equipment and labor required to complete the work described in the above Bid Proposal and I agree to the Terms and Conditions and the pricing of said proposal.

Payment Terms: 50% prior to start of project, 25% after rough is completed, and 25% upon finish. We reserve the right to bill as needed depending on job timelines.

Authorized Signature

Date



Phone: (517) 263-4300
3286 N. Adrian Hwy.

Fax: (517) 265-6811
Adrian, MI 49221

TERMS AND CONDITIONS

Payment. 50% prior to start of project, 25% at completion of rough, and 25% upon finish.

We reserve the right to bill as needed depending on job timelines.

Financing is available through American General Finance Company and must be secured prior to start of project.

A Two percent (2%) per month finance charge will be imposed on all amounts not paid within thirty (30) days of the invoice.

Extras. Any additional gas line vents, hoods, exhausts or any other upgrade not specifically listed in the estimate will be charged to the customer as incurred. An additional trip fee will be added for any required return trip due to customer delay.

Site Accessibility. Job site must have suitable access per Heritage Plumbing & Heating's judgment.

Estimate. All estimate pricing is good for thirty (30) days. This is an estimate; any unforeseen problems will be billed on a case by case basis.

Our work area at the job site will be cleaned by us at the end of each day we are there. All our debris will be removed from job site if no suitable disposal is available (dumpster, etc.).

Prices include all necessary materials, duct work, piping, registers, grills, labor, taxes and permits.

Heritage Plumbing & Heating reserves the right to substitute all material and fixtures due to availability.

Parts provided by Heritage Plumbing & Heating are warranted for one (1) full year. Heating and Air Conditioning equipment may be warranted beyond this period by the manufacturer.

We service everything that we sell.

We guarantee our workmanship. WE DO NOT GUARANTEE CUSTOMER ABUSE OR NEGLIGENCE ISSUES.

PROPOSAL

15114

SERVICE ELECTRIC COMPANY

P.O. Box 482, Adrian, Michigan 49221

(517) 263-0409 Fax (517) 264-2282 (734) 944-0908

www.callserviceelectric.com

TO: ADRIAN PUBLIC LIBRARY
ATTN: CAROL SOUCHOCK
143 E. MAUMEE ST.
ADRIAN MI. 49221

PHONE 265-7525	DATE 5/11/2009
JOB NAME / LOCATION ADRIAN LIBRARY	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

- *PROVIDE LABOR TO ELIMINATE EXISTING CIRCUIT TO OUTDOOR WELL CONTROL
- *PROVIDE MATERIAL AND LABOR TO INSTALL 3 PHASE 30 AMP DEDICATED CIRCUIT TO WELL PUMP CONTROLS
- *PROVIDE MATERIAL AND LABOR TO INSTALL 12" X 12" NEMA 1 ENCLOSURE IN BASEMENT FOR WELL PUMP OVERLOAD CONTROL
- *PROVIDE MATERIAL AND LABOR TO INSTALL WIRING FROM PUMP OVERLOAD CONTROL TO WELL JUNCTION IN BASEMENT

TOTAL: \$1225.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of

One Thousand Two Hundred Twenty Five and 00/100 Dollars

dollars (\$

1,225.00)

Payment to be made as follows:

NET 30 DAYS

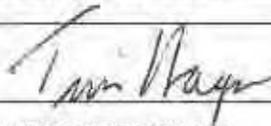
If any part of unpaid balance is referred to collection, Service Electric Company shall be entitled to receive entire cost of collection including attorney fees from customer.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within

30 days

Signature _____

Signature _____

RE: ADRIAN PUBLIC LIBRARY – Emergency Well Replacement

RESOLUTION

WHEREAS, the well at the Adrian Public Library, which serves the Library’s geothermal HVAC system, has experienced a mechanical failure and requires emergency replacement; and

WHEREAS, the Library Director solicited quotations from two (2) vendors to provide the necessary services for the emergency well replacement, detailed as follows:

Gordon & Sons Water Well Drilling, Inc. Tipton, MI (Install new well and close current Well)	\$9,948.35
Heritage Plumbing and Heating, Adrian, MI (Demo old well line from inside wall of chiller to existing 3” plastic water feed; connect new 2” Well line to 3” plastic feed line for chiller)	1,231.00
Service Electric Company, Adrian, MI (Eliminate electrical service to old well and add service to new well)	<u>1,225.00</u>
TOTAL	<u>\$12,404.35</u>

WHEREAS, the Finance Director indicates that sufficient funds are available for this purpose in the Adrian Public Library Budget – Capital Improvement Account (101-738.00-975.000); and

WHEREAS, due to the urgency of this situation, the City Administrator recommends approval of this resolution and 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 Adrian City Commission, by this resolution, hereby authorizes the selection and engagement of the following vendors for purposes of providing the necessary services for the emergency well replacement at a cost not to exceed \$12,404.35:

Gordon & Sons Water Well Drilling, Inc. Tipton, MI (Install new well and close current well)	\$9,948.35
Heritage Plumbing and Heating, Adrian, MI (Demo old Well line from inside wall of chiller to existing 3” plastic water feed; connect new 2” Well line to 3” plastic feed line for chiller)	1,231.00
Service Electric Company, Adrian, MI (Eliminate electrical service to old well and add service to new well)	<u>1,225.00</u>
TOTAL	<u>\$12,404.35</u>

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.

R-5

SUBJECT: Purchase of Work Uniforms May 12, 2009
TO: Dane C. Nelson City Administrator
FROM: Cindy L. Prue Asst. Finance Director

I concur with the recommendation of the Asst. Finance Director to award the annual bid for work uniforms for TPOAM union members to Coyne Textile of Toledo, OH and that chamois and knit shirts be awarded to Mugs n' More for the prices as listed in the attached bid tabulation.

Four firms responded to the offer to bid. There are sufficient funds in the respective department budgets for this expense.



Dane C. Nelson
City Administrator

DCN:bjw

Sealed bids were received until 2:00 pm EDT on Tuesday, April 21, 2009 for the purchase of Work Uniforms for the TPOAM union members. Attached is a tabulation of these bids. I recommend all items be awarded to the low bidder, Coyne Textile of Toledo, Ohio. We purchased these items from Coyne last year and the employees were happy with their product. I also recommend the chamois and knit shirts be awarded to Mugs n' More of Adrian. Mugs n' More was the only bidder to provide the chamois shirt that met specifications.

Respectfully,

Cindy L. Prue
Assistant Finance Director

CITY OF ADRIAN, MICHIGAN
 WORK UNIFORMS
 DUE DATE: APRIL 21, 2009

BIDDER	SHIRT L. SLEEVE	SHIRT S. SHORT	SHIRT CHAMOIS	SHIRT KNIT	TROUSERS	NAME PATCH	COVERALLS	JACKET HIP	JACKET WAIST
Mugs n More Adrian MI (Local bid)	\$ 9.50	\$ 7.75	\$ 25.75 Flannel: \$15.45	\$9.25	\$ 13.95	\$ 2.25	\$23.95	\$25.75	\$24.00
Cintas PerrysburgOH	\$12.00	\$11.75	\$14.00 Doesn't meet specifications	\$10.15	\$14.50	\$1.00	\$23.00	\$21.00	\$21.00
Libra Jackson MI	\$ 9.23	\$7.57	\$18.43 *twill Doesn't meet specifications	\$8.71	\$11.66	\$1.50 Company: \$2.25	\$22.52	\$26.78	\$25.14
Coyne Toledo OH	\$8.02	\$6.52	N/A	\$11.72	\$10.33	\$1.50	\$19.16	\$24.28	\$22.89

*Cintas: Sizes 2X and 3X add 15%

R09-090

May 18, 2009

RE: Annual Purchase of TPOAM Work Uniforms

RESOLUTION

WHEREAS, sealed bids were received April 21, 2009 for the annual purchase of work uniforms for TPOAM union members; and

WHEREAS, said bids have been tabulated and recommendations made by Cindy Prue, Asst. Finance Director, and the City Administrator; and

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

NOW, THEREFORE, BE IT RESOLVED, that the bid for work uniforms be awarded to Coyne Textile of Toledo, OH, and chamois and knit shirts be awarded to Mugs n' More of Adrian, MI, for the items and prices as listed in the bid tabulation and under the terms and conditions as specified and as proposed in their sealed bids dated April 21, 2009.

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

R-6



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

R09-091

May 18, 2009

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

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from Made City Parents Assoc. of Adrian of Adrian
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION Required
PENALTY Possible denial of application
BSL-CG-1155(R10/06)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 26 2008

MAPLE CITY GYMNASTICS PARENTS
ASSOCIATION
212 RED RIVER DR
ADRIAN, MI 49221

Employer Identification Number:
37-1469734
DIN:
17053124713098
Contact Person:
EDWARD S SCHLAACK ID# 31536
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated March 22, 2004, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

R-1



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

R09-092

May 18, 2009

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

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from Goodwill Industries of Adrian,
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

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

Brenda
Williams

R-7



May 14, 2009

City of Adrian
100 E. Church St.
Adrian, Mi. 49221

Dear Sir or Madam:

Goodwill Industries of Southeastern Michigan, Inc. is a non-profit corporation recognized by the Internal Revenue Service as a 501 © 3 corporation.

As part of our services to persons with disabilities and other barriers to employment, Goodwill operates a vehicle donation program. Last year 60 vehicles were placed with qualified recipients to help them obtain or maintain employment.

Due to the rising costs of repairs and operational expenses, Goodwill is planning a fund raiser/car show. We plan to sell 1,000 raffle tickets for the purchase of gas cards valued at \$300, \$200, \$100 and five \$50 ones.

To receive a charitable gaming license from the State of Michigan, they have requested that the enclosed form be completed by the City of Adrian recognizing Goodwill as a non-profit organization operating within the City.

We would appreciate this issue be placed on the agenda for action and then returned to us for submission to the State. If further information is needed, please contact me.

Sincerely,

GOODWILL INDUSTRIES

A handwritten signature in black ink, appearing to read "Pat Tipping".

Pat Tipping
Chief Operating Officer



United Way
Community Service

R-8

MEMO



DATE: May 14, 2009
TO: Honorable Mayor and City Commission
FROM: Dane C. Nelson, City Administrator
RE: Unpermitted Sanitary Sewer Connections

Beginning in 2001, officials in Adrian Township allowed connections to the City of Adrian sanitary sewer collection system in two locations. The first is on West US-223, where two or three connections were made without receiving permission from the Director of Utilities to make such connections. Thereafter, beginning in 2003, more permits were issued to property owners in Adrian Township in a development known as Trestle Crossing, which is located on Bent Oak Hwy. across from the City of Adrian Water Plant. The property owners paid connection fees to the township at the township rate, but all of the locations were connected to the City of Adrian collector lines.

Numerous attempts have been made to resolve these issues. A couple of years ago, the township acknowledged that it had not received permission to make the connections and indicated that it would seek prices to construct its own collection lines and disconnect all the properties involved from the city collector system. After receiving prices for this work, it now appears that the township does not wish to proceed with this approach.

In order to resolve this matter amicably, I presented an option to Supervisor Koehn, which indicated that I would be willing to recommend a resolution to the City Commission wherein the township would pay the Utilities Department all the connection fees it received for all of the properties involved, which will come to slightly over \$70,000. The City would allow all of the properties to remain connected to the city collector system. The township would be billed at a flat rate for the usage on those connections, or in the alternative, would be allowed to pay for a meter on these locations to determine the actual usage for billing purposes. No additional properties would be allowed to connect to the West US-223 sewer. In the event there are any lots in the Trestle Crossing subdivision that are not connected at this point, they would be allowed to be connected, again subject to the city receiving the full connection fee from the township, provided that the city would not allow connection to the city sewer collection system for any homes or condominiums that would be constructed east of the Kiwanis Trail in the Trestle Crossing Condominium Development.

It is my understanding that Adrian Township has voted to approve the above resolution for the affected properties. I would urge approval of the attached resolution in order to put all these matters behind us.

Respectfully submitted,

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

Dane C. Nelson
City Administrator

DCN:bjw

attachment

R-8

R07-093

May 19, 2009

RE: UTILITIES DEPT. – Adrian Township Sewer Connections to City of Adrian Collector System

RESOLUTION

WHEREAS, in prior years, a number of properties were allowed to be connected to the City of Adrian collection system for properties that should have been connected to a collector system constructed and operated by the Charter Township of Adrian; and

WHEREAS, these properties have been identified as being on West US-223 and also in an area known as Trestle Crossing Condominiums on Bent Oak Ave. across from the City of Adrian Water Treatment Plant; and

WHEREAS, a proposal was made by the City Administrator to the Supervisor of Adrian Township to resolve all differences involving these matters, which terms are set forth in the attached memorandum to the City Commission; and

WHEREAS, the City Administrator has recommended acceptance of these terms, with written agreement to be entered into between the city and township to incorporate these terms in order to resolve all differences involving these particular properties.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Administrator is authorized to enter into an agreement with the Charter Township of Adrian to accept connection fees for all of the properties currently connected to the City of Adrian sewer collection system without prior City Commission approval and on the further terms as set forth in the memo attached to this document.

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

MISCELLANEOUS

m-1

ADRIAN CITY PLANNING COMMISSION

MAY 5, 2009

REGULAR MEETING

MINUTES

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

Present:	Mike Jacobitz	Chair
	Khamis Al-Omari	Vice Chair
	Mike Clegg	City Commissioner
	Mel Dye	
	Brian Watson	

Also Present:	Chris Atkin	Community Development Director
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Absent:	Chad Johnson
	Carl Phipps
	Marilyn Schebil

APPROVAL OF MINUTES OF THE
APRIL 7, 2009, REGULAR MEETING

There were no corrections or additions to the minutes. Commissioner Dye moved that the Minutes of the April 7, 2009, regular meeting be approved as presented. Commissioner Al-Omari supported. Motion carried unanimously.

CASE NO. 09-010
PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS TO
REZONING 1377 SOUTH MAIN STREET FROM
B-4 SHOPPING CENTER DISTRICT TO
B-2 COMMUNITY BUSINESS

Mr. Doug Baumgartner, representing Baumgartner LLC, owners of the property, was present. Also, Mr. John Boesling and Ms. Dawn Bales, representing First Federal Bank from Defiance, Ohio, were present. Baumgartner LLC has a signed purchase offer for this property and the parcel (XA0-100-0012-03) immediately to the north that is being used as McDonald's parking lot. The development plan for this property is to demolish the existing McDonald's restaurant, when the new location (1080 East US-223) is in operation, the two parcels would be combined and a banking facility with drive-through would be constructed. The parcel to the north (parking lot) is already zoned B-2, while the parcel with the building is zoned B-4. The B-4 District has a 75 foot front setback, where the B-2 District is only 25 feet. The proposed building would be about 60 feet from the front lot line. The public hearing was opened. Chair Jacobitz explained to the

petitioner and audience the process of rezoning and the criteria the Planning Commission must consider before making a recommendation to the City Commission. There were no comments from the audience. Public hearing was closed. The Commission was in receipt of a Staff Analysis in support of this rezoning. Commissioner Clegg, feels this meets all the requirements in a positive way, and moved that the Planning Commission make a finding that the request for rezoning of the subject parcels satisfactorily meets the review criteria found in Section 28.06 of the City of Adrian Zoning Regulations, and approves the request for rezoning of the subject parcel as shown to B-2 Community Business, contingent upon the successful combination of parcels XA0-100-0010-00 and XA0-100-0012-03, and forwards the application to the Adrian City Commission with a recommendation for preparation and approval of an ordinance to amend the City of Adrian Official Zoning Map to show such change in use designations.

RESOLUTION

WHEREAS, Doug Baumgartner has submitted a request for rezoning of a single parcel identified in the Case File 09-0010; and

WHEREAS, the existing use of the parcels are commercial; and

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

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

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

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

BE IT FURTHER RESOLVED that the Adrian City Planning Commission approve the application for rezoning contingent upon the successful combination of parcels XA0-100-0010-00 and XA0-100-0012-03; and

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

Commissioner Watson supported.

In favor of Motion: Al-Omari, Watson, Dye, Clegg, Jacobitz.

Against Motion: none

Motion carried unanimously.

CASE NO. 09-012
REQUEST FOR LAND DIVISION
546 NORTH SCOTT STREET

Mr. Ken Henningfeld, the owner of 546 North Scott and the petitioner, was present for this meeting. He proposes to purchase the rear 135 foot portion (approximately 19,676.25 square feet) from 560 North Scott Street. These properties are zoned R-1 Single Family Residential which requires a rear yard setback of 25 feet. Both properties exceed this; the lots also exceed the minimum lot area of 12,000 square feet. There were no problems with any other setbacks. The Commission was in receipt of the Staff Analysis recommending approval of the land division as all the requirements of the Zoning/Development Regulations have been met. Mr. Henningfeld talked about wanting the privacy in the back yard and so approached the owner of 560 North Scott about purchasing the portion that abuts their rear yard. There were no comments or questions from the audience or the Planning Commission. There is a 30 foot wide private drainage easement going through this property. Commissioner Al-Omari moved that the Planning Commission approve this land division as presented. Commissioner Clegg supported.

In Favor of Motion: Watson, Dye, Clegg, Jacobitz, Al-Omari.

Against Motion: none

Motion carried unanimously.

PRESENTATION BY IMAGE OF GOD CHRISTIAN CENTER
TO REQUEST CONSIDERATION OF REZONING
2011 WEST BEECHER STREET

Pastor Claude Bevier spoke on behalf of the Image of God Christian Center (IOGCC) and explained their request to rezone the former Dura Convertible Systems building for use as a church. They feel this property will meet their long term goals. This property is zoned I-1 Light Industrial and is located immediately east of the Merillat Industries plant (2075 West Beecher). The Future Land Use Plan calls for this area to be industrial including the commercial property across the street; the land west of the Merillat plant is indicated as heavy industrial. Churches are allowed in most residential districts as a use permitted by zoning exception. After much discussion, the consensus of the Planning Commission was not in favor of rezoning this property, the Commission was reluctant to deviate from the master plan and felt this would be spot zoning. No action taken by Commission.

SET PUBLIC HEARING TO CONSIDER A
ZONING EXCEPTION PERMIT APPLICATION
FOR GOVERNMENTAL BUILDING USE IN THE
B-3 CENTRAL BUSINESS DISTRICT

This request is from the City of Adrian to relocate City Hall and the Police Department downtown. Commissioner Al-Omari moved that the Planning Commission set a public hearing for their next regular meeting to hear and consider comments to a Zoning Exception Application for 135, 155 and 159 East Maumee Street. Commissioner Dye supported. Motion carried unanimously.

CASE NO. 09-011
DISCUSSION ON ALLOWING BODY SHOPS
IN THE B-2 COMMUNITY BUSINESS DISTRICT

Last month Mr. Randy Palmer, the property owner of 937 West Beecher, asked for assistance in order for the body shop operation (Skeels Auto Body) at his property to be allowed to continue. This is a unique property in regards to size and location of the building. The majority of properties in the B-2 District do not have this large amount of area or the buildings are located close to the property lines. The Commission was in receipt of staff comments which suggests adaptive reuse in this particular case. After some discussion, the Commission was in agreement of considering an adaptive reuse for this particular property. Mr. Atkin will contact Mr. Palmer with this information.

REQUEST SPECIAL MEETING TO REVIEW
SITE PLAN FOR NEW POLICE STATION

Commissioner Watson moved that the Planning Commission hold a special meeting on Tuesday, May 19, 2009, at 6:30 p.m. in the Commission Chambers of City Hall to consider review of a site plan for a new police station. Commissioner Clegg supported. Motion carried unanimously.

There being no further business the meeting adjourned at 7:44 p.m.

Respectfully submitted,

Denise Cook, Secretary

M-2

ZONING BOARD OF APPEALS
MAY 5, 2009
REGULAR MEETING
MINUTES

The regular meeting of the Zoning Board of Appeals was called to order by Chair Berthold at 6:30 p.m. in the Commission Chambers of City Hall.

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

Also Present: Gerry Burg Alternate
Michael McGrath Alternate

APPROVAL OF MINUTES OF THE
APRIL 7, 2009, REGULAR MEETING

There were no corrections or additions to the minutes. Board Member Jacobitz moved that the Minutes of the June 3, 2008, regular meeting be approved as presented. Board Member Bily supported. Motion carried unanimously.

CASE NO. 09-008
REQUEST FOR TEMPORARY USE
AT ADRIAN MALL, 1357 SOUTH MAIN STREET

The petitioners, Ralph and Mark Tillotson from R & M Farms, were present for this meeting. This request is to have a vegetable stand from June through October at the south end of the Adrian Mall property. The hours would be from 10 a.m. to 6 p.m. The petitioners are asking for a five year approval of this request. There will be a temporary building (7.5' x 20'), which is the same one they have been using. This use was approved for five years back in September 3, 2003. Mr. Tillotson stated that the Mall may have some special events and the vegetable stand would be open later at night, however, they have no lights so the business is closed at dark. There were no comments or questions from the audience or Board. Based on the request meeting the requirements of Section 4.8 of the Zoning/Development Regulations, Board Member Jacobitz moved that the Zoning Board of Appeals approve this request for five years from June 1 through November 15. Expiration date will be May 5, 2013. Board Member McGrath supported. Chair Berthold read the requirements in Section 4.8 and staff comments in support of this request.

In Favor of Motion: DuMars, Koleski, Jacobitz, Bily, Berthold

Against Motion: none

Motion carried unanimously.

CASE NO. 09-009
REQUEST FOR TEMPORARY USE
AT ADRIAN MALL, 1357 SOUTH MAIN STREET

Ms. Ginny Weeks, President of Civitan, was present for this meeting. They are asking for another five year approval to sell Christmas trees at the south side of the Adrian Mall. Gates will be provided from the County Fairgrounds to keep trees in, and will have lights and may sometimes use a generator, but they would not have a building. The hours would be: Monday through Friday – 3 p.m. to 8 p.m.; Saturday – 10 a.m. to 8 p.m. and Sunday – 12 p.m. to 5 p.m. The requested length of time would be from November 26 through December 26. There were no comments or questions from the audience or Board. Given that Civitan meets the requirements as stated in Section 4.8, Board Member Jacobitz moved that the Zoning Board of Appeals approve the selling of Christmas trees by Civitan at the Adrian Mall for five years, from November 26 through December 26. Expiration will be May 5, 2013. Board Member DuMars supported. Chair Berthold read from staff comments in support of this request and the requirements of Section 4.8, all requirements of Section 4.8 have been met.

In Favor of Motion: Koleski, Jacobitz, Bily, DuMars, Berthold

Against Motion: none

Motion carried unanimously.

There being no further business the meeting adjourned at 6:45 p.m.

Respectfully submitted,

Denise Cook, Secretary

M-3

DEPARTMENTAL REPORT

MAY 18, 2009

	APRIL 2009	MARCH 2009	APRIL 2008	YEAR-TO-DATE 2009	YEAR-TO-DATE 2008
POLICE DEPARTMENT					
Complaints Answered	843	782	843	3,041	3,381
VIOLATIONS					
Moving Citations	56	73	115	312	469
3-8 am Parking Tickets	149	226	142	876	480
Non-Moving Citations	35	34	30	148	56
Downtown Parking Tickets	252	0	508	252	1,804
TOTAL VIOLATIONS	492	333	795	1,588	2,809
ARRESTS	97	154	108	479	513
FIRE DEPARTMENT (See M-4)					
INSPECTION DEPARTMENT					
Building Permits	29	21	58	74	124
Electrical Permits	22	15	17	70	70
Mechanical Permits	14	19	21	68	85
Plumbing Permits	8	2	9	22	24
Sidewalk Permits	1	0	0	1	0
Sign Permits	6	4	7	14	25
TOTAL PERMITS	80	61	112	249	328
Estimated Bldg.Costs	\$302,513	\$141,650	\$910,358	\$708,223	\$3,610,744
PARKING SYSTEM					
Meters in Operation	232	232	232	232	232
Parking Assessment	\$0	\$617	\$211	\$13,314	\$9,279
Lot Revenue	(\$1)	\$0	\$583	\$662	\$2,781
Street Revenue	\$0	\$0	\$0	\$0	\$0
Misc Revenue	\$14	\$14	\$9	\$57	\$24
Permits	\$8,203	\$6,513	\$17,575	\$14,829	\$32,638
Fines	\$871	\$25	\$1,715	\$946	\$8,482
Token Sales	\$0	\$0	\$0	\$0	\$0
Contribut-GenFund	\$0	\$0	\$0	\$0	\$132,000
TOTAL REVENUE	\$9,087	\$7,169	\$20,093	\$29,808	\$185,204
WASTE WATER DEPARTMENT					
M. G. Pumped	203,882	237,882	209,401	786,979	854,510
Cost of Plant Operation	-	\$256,412	\$311,073	\$912,573	\$1,035,646
WATER DEPARTMENT					
M. G. Pumped	81	88	91	342	373
Number of Customers	6,256	6,236	6,313		
	Industrial	Commercial	Residential	Other	TOTAL
M. G. Sold Revenue	\$26,555	\$79,275	\$101,252	\$44,919	\$252,001

*Figure not available

m-4

FIRE REPORT
Month of April, 2009

	This Month	Last Month	Last Year	To Date This Year	To Date Last Year
Structure Fires	3	3	0	11	4
Loss	\$185,000	\$1,000	\$0	\$220,275	\$55,000
Vehicle Fires	1	0	1	2	4
Loss	\$0	\$0	\$0	\$0	\$500
Other Fires	4	2	0	10	1
Loss	\$4,100	\$0	\$0	\$9,100	\$0
Smoke & Odor	8	7	2	31	19
False Alarms	15	9	6	39	26
Hazardous Conditions	3	4	11	18	36
Other	14	11	18	39	39
Medical Emergencies	164	152	134	632	609
Vehicle Accidents	11	12	6	34	22
Total Runs	226	200	178	819	760
Total Fire Loss	\$189,100	\$1,000	\$0	\$229,375	\$55,500

Mr 5

TO: DANE C NELSON, CITY ADMINISTRATOR
 FROM: MARCIA M. BOHANNON, TRANSPORTATION COORDINATOR

ADRIAN D.A.R.T. PASSENGER RIDERSHIP REPORT FOR APRIL 2009

WEEK END:	APR 3	APR 9	APR 17	APR 24	APR 30	TOTAL
MONDAY	0	338	345	361	281	1325
TUESDAY	0	352	331	298	264	1245
WEDNESDAY	365	331	361	311	285	1653
THURSDAY	305	298	296	285	297	1481
FRIDAY	387	228	322	274	0	1211
		1547	1655	1529	1127	6915

SERVICE DAYS	APR 2009	APR 2008	+/-	MAR 2009
	(22)	(22)		(22)

SENIORS	890	1003	-113	837
HDCP SENIORS	1019	1080	-61	1114
HANDICAPPED	2916	3295	-379	3263
WHEELCHAIRS **	380	296	84	345
GENERAL	2090	1758	332	2326
	6915	7136	-221	7540

MAY	2007	6778	2008	6957	3%
JUNE	2007	6023	2008	6707	11%
JULY	2007	5775	2008	6717	16%
AUGUST	2007	6378	2008	6213	-3%
SEPTEMBER	2007	6071	2008	6640	9%
OCTOBER	2007	7357	2008	7278	-1%
NOVEMBER	2007	6718	2008	6050	-10%
DECEMBER	2007	6171	2008	6734	9%
JANUARY	2008	7616	2009	7368	-3%
FEBRUARY	2008	7452	2009	7417	0%
MARCH	2008	7027	2009	7540	7%
APRIL	2008	7136	2009	6915	-3%
		80502		82536	3%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS