



THE ADRIAN CITY COMMISSION WILL CONVENE FOR A PRE-MEETING ON MONDAY, SEPTEMBER 21, 2020 AT 6:00 PM. THE REGULAR MEETING OF THE CITY COMMISSION WILL FOLLOW AT 7:00PM. PARTICIPANTS MAY JOIN THE MEETINGS AT ANY TIME, AND WILL BE ABLE TO LEAVE AND REJOIN IF THEY CHOOSE.

In accordance with the Governor's Executive Orders, the City of Adrian will be holding City Commission meetings virtually through an application called "Zoom". The agenda format will remain the same and there will be time for public comment, which can be made through the chat feature, through audio on your device, or through the telephone. *Closed captioning will be provided.*

- **The Zoom meeting link, meeting ID, and password will be posted to the City of Adrian website (adriancity.com) on Monday, September 21, 2020, by noon. You may also contact the City on September 21th to obtain the Zoom meeting information via phone at 517-264-4815, or email at mdewey@adrianmi.gov**
- **For video instructions visit:**
 - **Signing up and Downloading Zoom**
<https://www.youtube.com/watch?v=qsy2Ph6kSf8>
 - **Joining a Zoom Meeting**
<https://youtu.be/hIkCmbvAHQQ>
 - **Joining and Configuring Audio & Video**
<https://youtu.be/-s76QHshQnY>

Any person who wishes to contact members of the Adrian City Commission and/or to provide input or ask questions on any business coming before the commission on September 21, 2020 may do so by contacting the City Clerk at 517-264-4866, or via email at rconnor@adrianmi.gov prior to the meeting. Contact information for City Commissioners is as follows:

Mayor Angela Sword Heath:	atheath@adrianmi.gov
Commissioner Allen Heldt:	aheldt@adrianmi.gov
Commissioner Brad Watson:	bwatson@adrianmi.gov
Commissioner Gordon Gauss:	ggauss@adrianmi.gov
Commissioner Mary Roberts:	mroberts@adrianmi.gov
Commissioner Lad Strayer:	lstrayer@adrianmi.gov



PRE-MEETING AGENDA

**ADRIAN CITY COMMISSION
AGENDA
PRE-MEETING STUDY SESSION
MONDAY
September 21, 2020
6:00pm**

The City Commission will meet for a pre-meeting study session on Monday, September 21, 2020 at 6:00pm via Zoom for a work study session.

1. Air Pollution Ordinance Discussion.
2. Urban Chickens Discussion.
3. Downtown Refuse Collection Contract Discussion.
4. Other items as time permits.
5. Public Comment.

Backyard Chickens for Adrian



Considerations for City Commissioners

Reasons to Support Backyard Chickens in Adrian

- Locally produced food for your family
- Teaches responsibility to children on animal care
- Supports Adrian's long standing status as a rural agricultural community and home to Michigan's longest running County Fair
- Promotes self-sustainability and reduces the need on outside food shipped in to Lenawee County from mega farms
- Helps contain food borne illnesses
- Chickens are awesome exterminators of ticks and other yard pests
- Allows opportunities for Adrian children to participate in 4-H activities 4-H is not just plows and cows
- MSU Extension has educational materials and programs for adults and youth
- Use lessons learned from municipalities with established ordinances
- Chickens are already in Adrian and approval helps set standards of expectation and reduces animal abuse so owners are not hiding hens

Current Zoning Ordinance

Section 4.38 Animals, Bees, Livestock & Fowl-Use, Shelter & Storage

- No animals, livestock or fowls, or structures for same, other than common household pets shall be permitted as an accessory for use, shelter or storage in the City.



August 25th WLEN Community Poll:

Do you think local towns and cities in Lenawee should allow backyard chickens as long as proper rules are followed?

73% Yes

21% No

6% I need more information on the rules



Municipalities across Michigan that allow Chickens

Municipality	Current Permits	2019 Complaints ¹	2019 Violations ¹	2019 Permits Revoked
City of Adrian	Not Allowed	3	1	Not applicable
Ann Arbor	253	1	1	0
Coldwater	3	2	0	0
East Lansing	27	0	0	0
Ferndale	29	0	0	0
Lansing	AWAITING FOIA	RESPONSE	FROM ANIMAL	CONTROL
Northville	No Permit Required	0	0	Not applicable
Raisin Township ²	7	0	0	0
Toledo	1	15 ³	0	0
Traverse City	No Permit Required	2	0	Not applicable

¹ Complaints and Violations are not necessarily specific to properties that have an approved permit and can include non-permitted or non-approved properties.

²Township Supervisor notes there have been no issues since the ordinance was passed in 2013. Slightly higher numbers at first and small numbers ever since.

³ FOIA Officer reports complaints were associated with a rooster on a non-approved property and other non-approved properties.

⁴ Code Enforcement reports three of the four complaints were from unpermitted properties, fourth complaint was of a rooster in a permitted property.

Consideration for Change of Zoning

- Require Permit/Application Process
- Allow Chickens
- Prohibit Roosters
- Prohibit outdoor slaughtering
- Require sanitization and rodent prevention plan with application
- Charge application fee
- Require setbacks
 - From property line
 - From neighboring occupied structures
- Vary number of hens based on lot size ranging from 4-6 (smaller lots = less hens)
- Landlord permission
- Enforce as needed and revoke when necessary





Recent AARP Article on Seniors Raising Chickens can be found at:

<https://www.aarp.org/home-family/your-home/info-2020/backyard-chickens.html>



MSU Extension and 4-H Programs and Materials

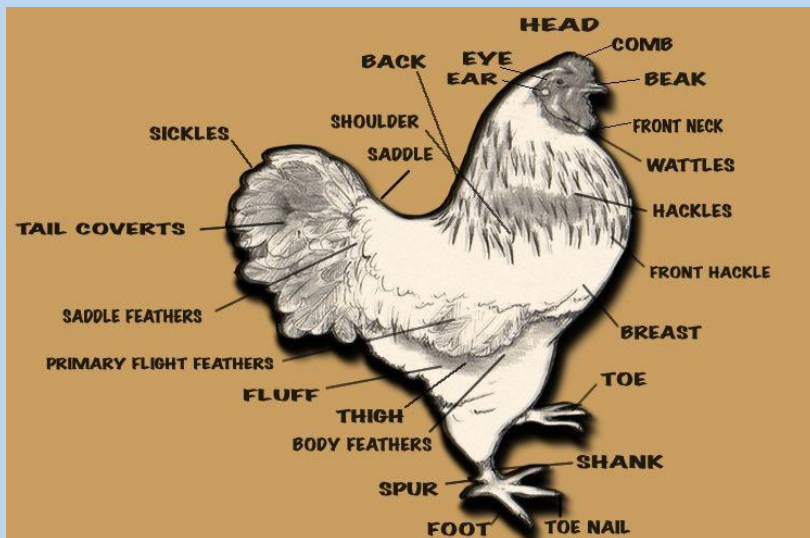


Get Involved

- Michigan State University (MSU) Extension has many hands-on opportunities for youth (5-19 yrs. old) to learn more about poultry through 4-H.
- Contact your local MSU Extension office to find out about programs in your area. Visit 4h.msue.msu.edu to explore opportunities or call 888-678-3464.
- Adults and Youth can sign-up for the MSU Extension Poultry Newsletter to get poultry-related news and events delivered right to your inbox. To subscribe, text "MSUE" to 22828.

Resources

- Small and Backyard Flock Resources: articles.extension.org/poultry
- Michigan State University Extension: 888-678-3464
www.msue.anr.msu.edu/topic/info/poultry
www.msue.anr.msu.edu/program/info/4h_poultry



September 15, 2020

MEMORANDUM

TO: Greg Elliott, City Administrator

FROM: Matt Tomaszewski, Director of Parks & Engineering Services

SUBJECT: Request to Extend Downtown Dumpster Contract with Stevens Disposal



Steven's Disposal has been our trash and recycling service provider for many years. They are responsible for collecting our trash weekly, recycling biweekly, our Christmas trees after the season is over, and our downtown dumpsters 6 days a week.

The downtown dumpster bid had two responses with Stevens Disposal being the low bidder. The downtown dumpster contract was approved in 2017 for a three year contract with the option to extend each year after if approved by both parties. The cost now is \$1,200 per month for trash and \$210 per month for recycling. Steven's Disposal has informed us a rate increase will be coming if we choose to stay with them. The new rates would be \$1,300 per month and \$300 per month respectively for the next year and an additional 5% percent the following year.

If we agree to the contract extension, we could re-bid the contract entirely when we bid out the weekly trash collection service.

I have drafted a resolution to accept the contract extension with Stevens Disposal if the Commission agrees to do so. This could be added to the regular meeting agenda if you are comfortable with that.

#R20-_____

RE: **PARKS & ENGINEERING SERVICES – Downtown Dumpster Contract
Extension with Stevens Disposal**

RESOLUTION

WHEREAS, the City has used Stevens Disposal for many years for a variety of different contracts; and

WHEREAS, the downtown dumpster collection contract needs to be extended in order to provide service in the downtown district; and

WHEREAS, both parties need to agree in order to extend the contract; and

WHEREAS, Stevens Disposal has presented an updated cost for the upcoming years as presented below:

FY2020/2021	\$1,300 per month for trash \$300 per month for recycling
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FY2021/2022	\$1,365 per month for trash \$315 per month for recycling
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NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby accepts the extension with Stevens Disposal, Petersburg, MI for a two year period of the current contract at the updated costs.

On motion by Commissioner _____,

seconded by Commissioner _____,

this resolution was _____ by a _____ vote



COMMISSION AGENDA

AGENDA
ADRIAN CITY COMMISSION
September 21, 2020
7:00PM

- I. PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE SEPTEMBER 8, 2020 REGULAR MEETING OF THE ADRIAN CITY COMMISSION.
- IV. PRESENTATION OF ACCOUNTS
- V. REGULAR AGENDA
 - A. ORDINANCES
 - 1. **Ord. 20-006.** Second reading and consideration of an ordinance to amend Section 62-40 of Chapter 62 of the Adrian City Code, Use of Parks, and Chapter 62 of the Adrian City Code by adding Section 62-44, Camping.
 - B. SPECIAL ORDERS
 - 1. **SO-1.** Public Hearing to hear and consider comments regarding the establishment of a Property Assessed Clean Energy Program.
 - C. RESOLUTIONS
 - 1. **R20-156. City Commission.** Resolution to approve an employment agreement for the City Administrator.
 - 2. **R20-161. City Commission.** Resolution to approve the payment of a stipend to the City Administrator for his continued performance as Community Development Director.
 - 3. **R20-162. Community Development.** Resolution to establish a Property Assessed Clean Energy Program.
 - 4. **R20-163. City Commission.** Resolution to appoint Drake Lolley to the Downtown Development Authority Board.
 - 5. **R20-164. City Commission.** Resolution to appoint Kirk Valentine to the Construction Code Board of Appeals.
 - 6. **R20-165. City Commission.** Resolution to appoint Chad Johnson to the Construction Code Board of Appeals.
 - 7. **R20-166. City Commission.** Resolution to appoint Nick Paris to the Construction Code Board of Appeals.

8. **R20-167. Utilities.** Resolution to award a bid for the purchase and installation of one replacement overhead door and opener at the Waste Water Treatment Plant.
9. **R20-168. Parks & Engineering Services.** Resolution to approve a proposal for Engineering Services such as survey, design, and additional consultation.
10. **R20-169. Assessing.** Resolution to set a public hearing to hear and consider comments regarding the proposed Downtown Parking Special Assessment District.
11. **R20-170. Transportation.** Resolution to approve the revised Title VI Program for the City of Adrian development for Dial-A-Ride and to authorize the Mayor and City Clerk to sign the Acknowledgement of the aforementioned program.
12. **R20-171. Transportation.** Resolution to approve the Rural Transit Assistance Program's (RTAP) Third Party Contract between the Michigan Public Transit Association and the City of Adrian and to authorize the Mayor to execute said contract.
13. **R20-172. City Clerk.** Resolution to renew the Medical Marihuana Facility Permit (#MMG18-012) for Herb of Life, Inc.
14. **R20-173. City Clerk.** Resolution to approve a new Medical Marihuana Facility Permit for Fluresh, LLC.
15. **R20-174. City Clerk.** Resolution to approve the transfer of the Medical Marihuana Permits from Adrian Elite Extraction, LLC to Adrian Elite Cultivation, LLC.
16. **R20-175. City Attorney.** Resolution to approve a limited Commercial Marihuana Facility Permit Application Period.
17. **R20-176. Administration.** Resolution to approve the sale of 20 acres of City owned property on Beecher Street to OBJECTIV GROWTH MICHIGAN LLC.
18. **R20-177. Administration.** Resolution to accept donations for the extension of the Kiwanis Trail, and to waive the bid process and authorize the engagement of Slusarski Excavating & Paving, Inc. in the construction of the extension.
19. **R20-178. Administration.** Resolution to accept donations for the demolition of 439 Frank Street, and to waive the bid process and authorize the engagement of Slusarski Excavating & Paving, Inc. in the demolition.

VI. MISCELLANEOUS

1. Adrian Fire Department Report.

2. Criminal Justice Report.
3. Code Enforcement Report.
4. D.A.R.T. Passenger Ridership Report.
5. Departmental Report.
6. DDA Meeting Minutes.
7. Planning Commission Meeting Minutes.

VII. PUBLIC COMMENT

VIII. COMMISSIONER COMMENTS



MINUTES

**MINUTES
ADRIAN CITY COMMISSION
PRE-MEETING @ 5:30 PM
September 8, 2020 @ 7:00PM**

Both meetings were opened with a statement by Interim City Administrator Greg Elliott explaining the process of the zoom meeting.

The City Commission met for a pre-meeting on Monday, September 8, 2020 at 5:30pm via Zoom for a work study session.

The following items were discussed:

1. Wild Animal Feeding Discussion.
2. Sale of Property Discussion – Marvin Farm.
3. Engineering Services Discussion.
4. Proposals for Additional Ambulance/Dedicated Fire Inspector.
5. Proposal for Special Window for Marihuana Applications in October.
6. Air Pollution Ordinance Draft – This was moved to the next pre-meeting.
7. Public Comment was heard.

On motion by Commissioner Watson, seconded by Commissioners Heldt & Roberts, the motion to adjourn the pre-meeting was approved by an all yes vote.

Meeting adjourned at 6:56 pm.

The Commission began the regularly scheduled meeting via Zoom at 7:00 pm.

Official proceedings of the September 8, 2020 regular meeting of the City Commission, Adrian, Michigan.

The regular meeting was opened with a moment of silence followed by the Pledge of Allegiance.

PRESENT: Mayor Heath & Commissioners Heldt, Roberts, Strayer, Watson and Gauss.

Mayor Heath in the Chair

APPROVAL OF THE MINUTES OF THE AUGUST 17, 2020 REGULAR MEETING OF THE ADRIAN CITY COMMISSION.

On motion by Commissioner Heldt, seconded by Commissioner Strayer, the minutes of the August 17, 2020 Regular Meeting of the Adrian City Commission were approved by a 6-0 vote.

APPROVAL OF THE MINUTES OF THE AUGUST 18, 2020 SPECIAL MEETING OF THE ADRIAN CITY COMMISSION.

On motion by Commissioner Roberts, seconded by Commissioner Watson, the minutes of the August 18, 2020 Special Meeting of the Adrian City Commission were approved by a 6-0 vote.

PRESENTATION OF ACCOUNTS

Utility Department Vouchers

Vouchers #4832 through #4837 \$69,724.58

General Fund

Vouchers #24384 through #24406..... \$65,396.91

Clearing Account Vouchers

amounting to..... \$2,141,174.78

TOTAL EXPENDITURES..... \$2,276,296.27

On motion by Commissioner Roberts, seconded by Commissioner Strayer, the motion to approve the Vouchers was approved by a 6-0 vote.

Mayor Heath asked for a motion to amend the agenda for item Ordinance 20-006 to read first reading and consideration of an ordinance to amend section 62-39 and 62-40 of Chapter 62 of the Adrian City Code, Use of Parks and Chapter 62 of the Adrian City Code by adding Section 62-44, Camping.

On a motion by Commissioner Roberts, and seconded by Commissioner Gauss, the motion to amend the agenda to change Ordinance 20-006 to a first reading and consideration of an ordinance to amend section 62-39 and 62-40 of Chapter 62 of the Adrian City Code, Use of Parks and Chapter 62 of the Adrian City Code by adding Section 62-44, Camping was approved by a 6-0 vote.

City Attorney Tamaris Henagan explained why it was being changed back to a first reading. She also went on to explain the changes being made based on some concerns the commissioners had.

Mayor Heath asked for a motion to amend the agenda to table resolution R20-156 until September 21, 2020 for further negotiation.

On a motion by Commissioner Roberts, and seconded by Commissioners Strayer & Gauss, the motion to amend the agenda to table R20-156 until September 21, 2020 for further negotiation was approved by a 6-0 vote.

REGULAR AGENDA ORDINANCES

ORDINANCE 20-005

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ADRIAN, SECTION 58-186, OF CHAPTER 58, PUBLIC CONSUMPTION OR POSSESSION OF ALCOHOLIC LIQUOR.

Section 58-186 of Chapter 58 of the Adrian Code is hereby amended to read as follows:

Sec. 58-186. - Public consumption or possession of alcoholic liquor.

No person shall consume any alcoholic liquor or possess any open or unsealed container of alcoholic liquor on any street, alley, public sidewalk or public parking area within the OS-1 office service district, B-1 local business district, B-2 community business district, B-3 central business district and B-4 planned shopping center district, as such districts are defined and designated on the

official zoning map of the city. **This ordinance shall not apply to any properly established "Social District".**

INTRODUCTION.....August 17, 2020

SUMMARY PUBLISHED.....August 24, 2020

ADOPTION.....September 8, 2020

EFFECTIVE DATESeptember 23, 2020

On motion by Commissioner Watson, seconded by Commissioner Heldt, this Ordinance was approved by a 6-0 vote.

Ord. 20-006 - First reading and consideration of an ordinance to amend section 62-39 and 62-40 of Chapter 62 of the Adrian City Code, Use of Parks and Chapter 62 of the Adrian City Code by adding Section 62-44, Camping.

INTRODUCTION.....September 8, 2020

ORDINANCE NO. 20-007

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

The City of Adrian Ordains:

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

2. Parcel described as follows:

W 45 Ft Lots 36 & 37 Bidwells Add.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, subject to easements and building and use restrictions of record.

3. More commonly known as: 115 E. Siena Heights Dr.

INTRODUCTION.....August 17, 2020

SUMMARY PUBLISHED.....August 24, 2020

ADOPTION.....September 8, 2020

COMPLETED PUBLICATION

EFFECTIVE DATESeptember 23, 2020

On motion by Commissioner Watson, seconded by Commissioner Strayer, this Ordinance was approved by a 6-0 vote.

Ord. 20-008. Second reading and consideration of an ordinance to amend Section 3.1 of Article III of the City of Adrian Zoning Ordinance, and the Zoning Map to which reference is therein made, to the extent of deleting the property at 307 E. Beecher Street from the B-2 Community Business District and including the same in the P-1 Parking District.

INTRODUCTION August 17, 2020

SUMMARY PUBLISHED August 24, 2020

ADOPTION FAILED

On motion by Commissioner Roberts, seconded by Commissioner Heldt, this Ordinance was not approved by a 3-3 vote.

YES: Mayor Heath, Commissioner Heldt and Commissioner Roberts

NO: Commissioner Watson, Strayer and Gauss

PUBLIC COMMENT

**Don Taylor
City Resident**

As a member of the planning commission he encouraged them to vote for it.

Commissioner Watson felt that the current building and structure provide enough parking and does not see a need for this parking district to be established.

RESOLUTIONS

R20-152 - PARKS & ENGINEERING SERVICES – Dog Park Funding Amendment

RESOLUTION

WHEREAS, the installation of a City Dog Park was approved by City Commissioners; and

WHEREAS, review by the Director of Parks & Engineering Services has identified a need for additional funds as discussed at the October 21, 2019 Pre-Meeting; and

WHEREAS, permission is requested to transfer \$10,000 from the Oil Trust Fund to the Parks and Forestry Fund (101-697.00-975.202); and

NOW, THEREFORE BE IT RESOLVED, the FY2020-21 budget be amended as follows to properly fund the Dog Park Project:

Revenue:

101-990.00-676.703	Contribution – Oil Trust	\$ 10,000
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Expenditure:

101-697.00-975.202	Capital Improv.- Dog Park	\$ 10,000
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BE IT FURTHER RESOLVED, that the Adrian City Commission by this resolution, hereby accepts the fund amendment.

On motion by Commissioner Watson, seconded by Commissioner Strayer, this Resolution was approved by a 6-0 vote.

R20-153 - PARKS & ENGINEERING SERVICES – Skate Park Funding Amendment

RESOLUTION

WHEREAS, in 2003 the installation of a skate and bike park was approved by City Commissioners; and

WHEREAS, a review by the Superintendent of Parks & Forestry has summarized that heavy use and acts of vandalism have resulted in a need to repair and refurbish the skate park; and

WHEREAS, permission is requested to increase the recreation, skate park fund by \$4,000; and

WHEREAS sufficient funds for these repairs are available in the skate park account (#701-000-00-289-000) at no cost to the general fund.

NOW, THEREFORE BE IT RESOLVED, the FY2020-21 budget be amended as follows to properly fund these repairs:

Revenue:		
101-697.00-676.701	Contribution – Trust Fund	\$ 4,000
Expenditure:		
101-691.00-741.060	Operating Supplies	\$ 4,000

BE IT FURTHER RESOLVED, that the Adrian City Commission by this resolution, hereby accepts the amendment as presented.

On motion by Commissioner Heldt, seconded by Commissioner Roberts, this Resolution was approved by a 6-0 vote.

R20-154 - PARKS & ENGINEERING SERVICES – Yard Waste and Compost Site Fee Schedule

RESOLUTION

WHEREAS, yard waste is picked up by the City twice a year; and

WHEREAS, inevitably residents do not comply with the dedicated dates and times; and

WHEREAS, to reduce City costs to accomplish city clean-up it is recommended that the following fee schedule be imposed:

\$65 extra pick-up fee be assessed for yard waste set out **before** or **after** designated dates and times; and

WHEREAS, in an effort to offset the operations costs and to assist with volume management of yard waste at the City's Compost Site, it is proposed that an expanded fee schedule be approved as follows:

City Resident

- Top soil and mulch pick up at no cost when loading **by hand**
- \$20 per cubic yard of material (top soil, mulch, unsifted millings) loaded by City staff
- \$75 for two cubic yards (top soil, mulch, and unsifted millings) **delivered** within city limits

Businesses and Non-Residents

- Businesses and non-residents of the City can purchase a compost site tag for \$100 per year
- Top soil and mulch pick up at no cost when loading **by hand**
- \$25 per cubic yard of material (top soil, mulch, unsifted millings) loaded by City staff
- \$100 for two cubic yards (top soil, mulch, and unsifted millings) **delivered** within five mile radius of city limits

Commercial Landscape Businesses

- Commercial landscape businesses can purchase a compost site tag for \$500 per year.
- Top soil and mulch pick up at no cost when loading **by hand**
- \$25 per cubic yard of material (top soil, mulch, unsifted millings) loaded by City staff
- \$100 for two cubic yards (top soil, mulch, and unsifted millings) **delivered** within five mile radius of city limits

*Weekend Rates available upon request

**Quantity subject to change based on material in stock

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby accepts the yard waste fee schedule as submitted here.

COMMISSIONER ROBERTS RESCINDED HER MOTION. COMMISSIONER WATSON MADE A MOTION TO TABLE THIS RESOLUTION UNTIL ON OR BEFORE FEBRUARY 1, 2021. THIS MOTION WAS SECONDED BY COMMISSIONER HELDT AND APPROVED BY A 6-0 VOTE.

R20-155 - TRANSPORTATION – Resolution to authorize the Mayor and City Clerk to execute a Project Authorization from the Michigan Department of Transportation for the Dial-A-Ride program for the purchase of dispatch software through Federal and State funded grants.

RESOLUTION

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

WHEREAS, a project authorization has been proposed which grants \$70,000 for the purchase of dispatch software as submitted by the Michigan Department of Transportation (MDOT); and be it

RESOLVED, that the City Commission of the City of Adrian does hereby approve Agreement 2017-0002, Authorization #P8 in the amount of \$70,000 from the FY 2020 Section 5311 Capital Formula Grants for Rural Areas Program and Small Cities Program; and be it

FURTHER RESOLVED, that the funds and equipment from the project authorization be granted to the Adrian Dial-A-Ride in accordance with the terms of the project authorization; and

HEREBY, authorizes the Mayor and City Clerk to execute the project authorization #P8 for and on behalf of the City of Adrian.

On motion by Commissioner Strayer, seconded by Commissioner Roberts, this Resolution was approved by a 6-0 vote.

R20-156 - CITY COMMISSION – Approve an Employment Agreement for the City Administrator

RESOLUTION

WHEREAS, at a Special Meeting on August 18, 2020, the City Commission approved the appointment of Gregory Elliott as City Administrator; and

WHEREAS, the Mayor has successfully negotiated an employment agreement with the City Administrator, which requires the review and approval of the City Commission; and

WHEREAS, the Mayor recommends approval of this resolution.

NOW, THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the City Administrator Employment Agreement.

Mayor Heath asked for a motion to amend the agenda to table resolution R20-156 until September 21, 2020 for further negotiation.

TABLED UNTIL SEPTEMBER 21, 2020 MEETING

R20-157 - ADMINISTRATION – Kiwanis Regional Trail Authority

RESOLUTION

WHEREAS, the City of Adrian is a municipality as defined in the Recreational Authorities Act, MCL 123.1131 *et seq.* (the "Act"); and

WHEREAS, the Act allows for the creation of a recreational authority for recreational purposes that include foot, bicycle, and bridle paths; and

WHEREAS, the City of Adrian has been represented at the formation meetings to establish a trail authority consistent with the Act; and

WHEREAS, the City of Adrian has received proposed Articles of Incorporation that will establish a recreational authority for the purpose of owning and maintaining the Kiwanis Trail, and any branches of or extensions thereto, in the member communities; and

WHEREAS, the City of Adrian supports a recreational authority for the trail consistent with the Articles of Incorporation and supports the submittal and the publishing of the Articles of Incorporation to establish the authority to be known as the "Kiwanis Regional Trail Authority" ("KRTA");

NOW, THEREFORE, BE IT RESOLVED THAT the City of Adrian hereby approves its membership in the KRTA and its Articles of Incorporation and authorizes the Mayor and Clerk to execute the Articles of Incorporation and other documents as required to formally establish the KRTA as outlined in its Articles of Incorporation.

On motion by Commissioner Heldt, seconded by Commissioner Gauss, this Resolution was approved by a 6-0 vote.

Commissioner Roberts thanked Mr. Steele for answering questions and being willing to listen so that she understood the Fee schedule.

Commissioner Heldt was very happy with this and felt that it shows the surrounding Townships and Kiwanis that we are working together. Excited that all hands are on deck and cannot wait to see the development of the trail in the future.

R20-158 - CITY COMMISSION – Initiation of Rezoning for Certain City-Owned Lands

RESOLUTION

WHEREAS, the City of Adrian is the owner of certain real property located on the north side of W. Beecher Road, east of Sand Creek Highway, being tax parcels XA0-104-3900-01 and XA0-104-3155-01, commonly referred to as the "Marvin Farm;" and

WHEREAS, while the City has owned the Marvin Farm for a number of years, it has not been successful in marketing or developing that property to date; and

WHEREAS, the Marvin Farm is currently zoned Two Family Residential (RT) District, in part, and Community Business (B-2) District, in part; and

WHEREAS, the Commission believes that rezoning the Marvin Farm to Light Industrial (I-1) District and including it in the Overlay Zone Marihuana 2 (West) would improve the marketability of the Marvin Farm;

NOW, THEREFORE, BE IT RESOLVED THAT the Commission directs the City Administrator to initiate rezoning of the Marvin Farm to I-1 District and including it in the Overlay Zone Marihuana 2 (West), and refers said rezoning proposal to the Planning Commission to conduct a public hearing and make a recommendation regarding the same at their Special Meeting scheduled for September 24, 2020 at 7:00 pm.

On motion by Commissioner Gauss, seconded by Commissioner Strayer, this Resolution was approved by a 6-0 vote.

R20-159 - CITY COMMISSION– Resolution to fill the current city commission vacancy by appointment

RESOLUTION

WHEREAS, a vacancy did occur in the elective office of city commissioner on October 18, 2019; and

WHEREAS, at the time the vacancy was created, no proper mechanism existed to fill the vacancy; and

WHEREAS, a proposed amendment of Section 5.6 of the Adrian City Charter was properly submitted to the qualified electors of the City of Adrian at a special election held in the City on August 4, 2020; and

WHEREAS, the amendment was passed by the qualified electors, and the vote was duly certified by the Lenawee County Board of Canvassers; and

WHEREAS, pursuant to the Home Rule City Act (HRCA), MCL 117.24 the City Clerk has, within 30 days after the vote was taken, filed with the secretary of state, and the county clerk of the county in which such city is located, 2 printed copies of the approved charter amendment, with the vote for and against duly certified by the city clerk shall; and

WHEREAS, the amendment to Section 5.6 of the Adrian City Charter, now being legally effective, reads as follows:

Section 5.6-Filling vacancies in elective offices

- (a) For current and future vacancies in the elective offices of mayor or commissioner, the commission-by a majority vote of its remaining members- shall either: 1) call a special election to fill the vacancy for the balance of the unexpired term, or 2) appoint an eligible person to hold office until the Monday following the next regular city election, at which election such position shall be filled as provided in section 3.6 for the balance, if any, of the unexpired term.
- (b) If a vacancy in an elective office of mayor or commissioner occurs, as determined by the commission, the commission shall at its next regularly scheduled meeting determine, by majority vote of its remaining members, whether the vacancy shall be filled by special election or appointment.
- (c) If any vacancy in the elective office of mayor or commissioner which the commission is authorized to fill by appointment is not so filled within sixty days after such vacancy occurs, or if four or more vacancies exist simultaneously in the office of commissioner, such vacancies shall be filled for the respective unexpired terms at a special election. In connection with any special election to fill a vacancy or vacancies in any elective office, no primary election shall be held; candidates shall be nominated by petitions in a manner identical to that provided in section 3.8 to 3.11 inclusive; the names of all qualified candidates who timely file valid nomination petitions pursuant to state law for special elections shall be certified to the election commission and placed on the ballot; and all other provisions of this Charter, not inconsistent with this section 5.6, shall govern.
- (d) The provisions of this section 5.6 shall not apply to the filling of vacancies resulting from recall.

WHEREAS, the vacancy which occurred on October 18, 2019 had not been filled at the time of the August 4, 2020 charter amendment; and

WHEREAS, the unexpired term of said vacancy is approximately fourteen (14) months; and
WHEREAS, the next regular city election in which an individual could properly submit a petition to be placed on the ballot is in August 2021; and

WHEREAS, State of Michigan election law dictates all election dates and, based upon those dates, a special election cannot legally be held until at least May 2021, nor would it be fiscally responsible for the Commission to appropriate tax payer monies on a special election for this purpose; and

WHEREAS, the Commission has the authority to appoint an eligible person to hold office until the Monday following the next regular city election; and

NOW THEREFORE, the Adrian City Commission resolves to accept applications for the position of city commissioner for the next thirty (30) days, review applications and hold public interviews for those candidates deemed eligible, and by majority-vote of its remaining members appoint an eligible person to hold office until the Monday following the next regular city election, at which election such position shall be filled as provided in section 3.6 for the balance, if any, of the unexpired term.

On motion by Commissioner Heldt, seconded by Commissioner Watson, this Resolution was approved by a 6-0 vote.

R20-160 - COMMUNITY DEVELOPMENT – Intent to Establish a Property Assessed Clean Energy Program and Set a Public Hearing

RESOLUTION

WHEREAS, the Commission intends to authorize the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district pursuant to Act No. 270, Public

Acts of Michigan, 2010 ("Act 270"), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Commission intends to find that financing energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the City; and

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Commission; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, the Commission intends to create PACE districts from time to time based on applications from specific eligible properties; and

WHEREAS, the Commission intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the "PACE Administrator") to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of Act 270 (the "PACE Report") shall be available on the City's website (www.adriancity.com) and shall be available for viewing at the office of the City Clerk located at: 135 E. Maumee Street, Adrian, MI 49221.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Commission, being fully apprised of the PACE Program, finds that financing energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the City.
2. The Commission, by adoption of this Resolution, formally states its intention to establish PACE districts from time to time based on applications from specific eligible properties and a PACE Program as described in and for the reasons set forth in this Resolution.
3. The Commission formally states its intention to provide a property owner based method of financing and funds for energy projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no City moneys, general City taxes or City credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to Act 270.
4. The Commission, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.

5. The Commission hereby sets a public hearing for Monday, September 21, 2020, at 7:00pm, to be held during the regular City Commission meeting via Zoom, to receive comments on the proposed PACE Program, including the PACE Report.
6. The Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in the City as a display advertisement prominent in size. The City Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the City's website in accordance with the requirements of Act 270.
7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

On motion by Commissioner Roberts, seconded by Commissioner Gauss, this Resolution was approved by a 6-0 vote.

PUBLIC COMMENT

Public comment was heard from citizens concerned about the homeless and displacing them during the COVID 19 pandemic.

Also, Don Taylor commented that he doesn't understand why the commission is not supporting the split of the property so it can accommodate what the zoning ordinance is asking them to do after the planning commission approved it based on the data they had.

COMMISSIONER COMMENTS

Commissioners addressed the issues regarding the homeless and the issues at the City Parks.

MOTION TO ADJOURN: 8:28 PM

On motion by Commissioner Heldt, seconded by Commissioner Strayer, the motion to adjourn was approved by an all yes vote.

The next regular meeting of the Adrian City Commission will be held at 7:00 pm on Tuesday, September 21, 2020.

Angela Heath
Mayor

Robin Connor
City Clerk



CHECK REGISTER

September 21, 2020

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



Gregory Elliott
Interim City Administrator

GE:mld

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

Utility Department Vouchers

Vouchers #4838 through #4840 \$43,502.80

General Fund

Vouchers #24407 through #24421 \$40,543.45

Clearing Account Vouchers

amounting to..... \$283,648.77

TOTAL EXPENDITURES \$367,695.02

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

September 21, 2020

**GENERAL FUND
CHECK REGISTER**

CHECK#	AMOUNT	PAYEE	DESCRIPTION
24407	\$ -	City of Adrian Utilities	EFT Payment
24408	\$ 55.00	Season Moore	Shelter Refund
24409	\$ 70.00	Chelsi May	Shelter Refund
24410	\$ -	City of Adrian Utilities	EFT Payment
24411	\$ -	VOID	VOID
24412	\$ -	VOID	VOID
24413	\$ 4,094.66	Nola's Transportation	Dart Payroll - 9-9-20
24414	\$ 5,820.58	City of Adrian Utilities	Water Bills
24415	\$ 133.92	Citizens Gas	Gas
24416	\$ 614.63	Frontier Communications	Phone Bills
24417	\$ 26,841.33	Consumers Energy	Electric Bills
24418	\$ -	City of Adrian Utilities	EFT Payment
24419	\$ -	City of Adrian Utilities	EFT Payment
24420	\$ 2,080.00	Kent Communications, Inc	Postage Trash Bills
24421	\$ 833.33	Key Bank	HSAfunds

\$ 40,543.45

\$ - Less : Check

\$ 40,543.45

September 21, 2020

September 21, 2020

**UTILITIES FUND
CHECK REGISTER**

CHECK#	AMOUNT	PAYEE	DESCRIPTION
4838	\$ 557.31	City of Adrain Utilities	Water Bills
4839	\$ 751.40	Citizens Gas	Heat Bills
4840	\$ 42,194.09	Consumers Energy	Electric Bills
	\$ 43,502.80		
	\$ -	Less: Check	
	\$ 43,502.80	TOTAL	

September 21, 2020

		BOTH OPEN AND PAID	
Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ABRAHAM, RICHARD	11.05		
2. A-DRAIN PLUMBING LLC	377.50		
3. ADRIAN ELECTRIC & GENERATOR	718.70		
4. ADRIAN FABRICARE CENTER INC.	400.00		
5. ADRIAN MECHANICAL SERVICES CO	289.00		
6. ADRIAN NAPA	924.58		
7. ADRIAN SIGN SHOP	377.50		
8. ADRIAN WATER CONDITIONING INC	20.95		
9. ADVANCE AUTO PARTS COMMERCIAL CHRG	647.85		
10. AIRGAS USA, LLC	76.63		
11. AJ ARMSTRONG	178.37		
12. AMAZON CAPITAL SERVICES	1,292.32		
13. ANN ARBOR WELDING SUPPLY	95.20		
14. APOLLO FIRE EQUIPMENT CO.	2,875.43		
15. BADER & SONS CO	384.34		
16. BANNER SALES AND CONSULTING	267.00		
17. BATTERY WHOLESALE	7.18		
18. BELL EQUIPMENT CO	1,493.50		
19. BELL FORD-LINCOLN, INC.	161.34		
20. BIOTECH AGRONOMICS	66,516.10		
21. BLACK SWAMP EQUIPMENT	9.84		
22. BRAKES-N-MORE	24.45		
23. CANON SOLUTIONS AMERICA	102.76		
24. CAPITAL REAL ESTATE TAX SERVICES	3,806.24		
25. CAPITAL REAL ESTATE TX SSERVICES	1,465.06		
26. CHEMTRADE CHEMICALS	6,272.75		
27. CITY OF ADRIAN	13.32		
28. CORELOGIC CDEONTRALIZED REFUNDS	1,203.43		
29. CORELOGIC CENTRALIZED REFUNDS	14,790.09		
30. CORELOGICI CENTRALIZED REFUNDS	234.26		
31. CR CHRYSLER DODGE JEEP RAM	33.45		
32. CROCKET, JAMES	119.82		
33. CROSSROADS SHOPPING CENTER	2,428.36		
34. D & N UPHOLSTERY, INC.	225.00		
35. D&P COMMUNICATIONS, INC.	1,839.55		
36. DALE'S FENCING	2,000.00		
37. DC DENTAL	335.00		
38. DRILLCO NATIONAL GROUP	1,554.00		
39. EMERGE	885.00		
40. EMERGENCY MEDICAL PRODUCTS INC	215.92		
41. ENTERPRISE FLEET MANAGEMENT	4,190.57		
42. FAMILY FARM AND HOME	139.97		
43. FERGUSON WATERWORKS	25.00		
44. FLATLANDERS SCULPTURE SUPPLY	3,190.00		
45. FLOYD'S RIGGING & MACHINERY & MOVER	1,888.00		
46. FSSOLUTIONS	44.95		
47. GALL'S LLC	1,909.41		
48. GIFFELS WEBSTER	3,000.00		
49. GLOBAL INDUSTRIAL	2,332.29		
50. GOVHR USA	2,544.00		

		BOTH OPEN AND PAID			
Claimant	Amount Claimed	Amount Owed	Amount Rejected		
51. GRAINGER INC.	392.47				
52. GRAYMONT WESTERN LIME INC.	17,285.27				
53. GREAT LAKES ELEVATOR	626.00				
54. GREAT LAKES SECURITY	1,092.00				
55. GREENBRIAR, INC.	33.50				
56. H. DOMINE ENTERPRISES INC	382.81				
57. HADDEN TIRE COMPANY	472.00				
58. HALLAHAN & ASSOCIATES, PC	875.16				
59. HENAGAN & ASSOCIATES PLLC	4,446.00				
60. HERRON PROPERTY MANAGEMENT	5.26				
61. HOBBY LOBBY	12.99				
62. I C M A VANTAGE POINT	5,498.92				
63. I.T. RIGHT	400.00				
64. ID NETWORKS INC	4,013.00				
65. INSIGNIA GRAPHICS, INC.	272.05				
66. JACKSON TRUCK SERVICE INC.	104.00				
67. JASON VANZANDT	127.19				
68. K & B ASPHALT SEALCOATING, INC	52,429.70				
69. KELLER THOMA, P.C.	285.00				
70. KONICA MINOLTA BUSINESS SOLUTIONS	8.57				
71. LANSING SANITARY SUPPLY INC	199.56				
72. LENAWEE COUNTY PRINTER	166.63				
73. LENAWEE MEDIA GROUP	1,447.65				
74. LERETA, LLC	5,158.81				
75. LEXIS NEXIS	153.00				
76. M & M PAVEMENT MARKING	5,760.81				
77. MANPOWER OF LANSING MI INC.	624.00				
78. MCMASTER- CARR SUPPLY CO.	459.57				
79. MICHIGAN PIPE & VALVE INC	963.60				
80. MICHIGAN WATER ENVIROMENT ASSOC.	50.00				
81. MIDAS AUTO SERVICE EXPERTS	779.88				
82. MT BUSINESS TECHNOLOGIES, INC	100.04				
83. MUNICIPAL CODE CORPORATION	402.65				
84. O.P. AQUATICS	1,900.80				
85. PACE ANALYTICAL SERVICES	1,800.00				
86. PAINTERS SUPPLY & EQUIP. CO	467.17				
87. PEERLESS SUPPLY INC	54.39				
88. PLANNING & ZONING NEWS	350.00				
89. POE'S TOWING	50.00				
90. PROFESSIONAL PUMP INC	158.46				
91. PRO-MED UNIFORM	37.36				
92. R&R FIRE TRUCK REPAIR, INC.	586.18				
93. RASTRAC	399.00				
94. SHERWIN-WILLIAMS CO	52.28				
95. SMITHS NURSERY & LANDSCAPING	64.00				
96. SPECTRUM PRINTERS INC	234.00				
97. SRI CITGO IN/KARRI, SRINIVASA REDDY	10.97				
98. STAPLES	769.81				
99. STARDUST THEATRE RENTALS	1,244.00				
100. STATE INDUSTRIAL PRODUCTS	110.70				

EXP CHECK RUN DATES 09/21/2020 - 09/21/2020
BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
101. STATE OF MICHIGAN	18,158.10		
102. STEVENS DISPOSAL	1,218.19		
103. TARGETSOLUTIONS	3,174.65		
104. TETRA TECH INC	3,686.21		
105. THE TRUCK SHOP INC	159.00		
106. THEE OLD MILL LLC	1,628.67		
107. ULINE	185.34		
108. USA BLUEBOOK	389.95		
109. VAN BRUNT TRANSPORT INC	2,393.83		
110. VERIZON WIRELESS	250.97		
111. WEISKOPF INDUSTRIES CORP	784.34		
112. WELLS FARGO REAL ESTATE TAX SERVICE	1,624.77		
113. WEX BANK	734.51		
114. WILLIAM PATTEUW	1,680.00		
115. WORKSPHERE OCCUPATIONAL MEDICINE	326.00		
TOTAL ALL CLAIMS	283,648.77		



REGULAR AGENDA



MEMORANDUM

Date: September 8, 2020

TO: Greg Elliott, Interim City Administrator
Honorable Mayor Angela Sword Heath
City Commissioners

FROM: Tamaris Henagan, City Attorney

SUBJECT: Amendment to Chapter 62 Article II-Conduct in Parks

Due to the recent increase of park usage during the COVID-19 pandemic, city staff has identified a need to amend Chapter 62 Article II-Conduct in Parks of the Adrian City Code by amending park operating hours to reflect seasonal usage, including enforcement of those operating hours for the public trails (Sec 62-40-Use of Parks) and drafting a provision to prohibit unauthorized camping on public and private property (Sec 62-44-Camping). Due to the time sensitive nature of this issue, associated with the summer usage increase, the proposed amendment was before you for a first reading on August 17, 2020 and second reading and consideration for adoption this evening.

From a public policy perspective, there is admitted concern for how this ordinance may affect the transient population currently choosing parks, public property, and/or the trail as a residence. The City is aware of this concern, and is making every effort to work with those in need to connect them with local resources as the impending winter months quickly approach. In the past month, city staff and officials have visited camps, passed out community resource cards, prepared notices to be posted informing the public of the change in code, as well as instituted a plan for property retrieval, if and when it becomes necessary to remove personal property from a public place. Additionally, we have concerned the importance of keeping parks and trails safe and clean for all residents as we continue to work our way through the pandemic.

It is the recommendation of the City Attorney that the City Commission adopt Amendment to Chapter 62 Article II-Conduct in Parks.

Thank you

Tamaris Henagan
City Attorney

ARTICLE II. - CONDUCT IN PARKS

Sec. 62-31. - Scope.

The provisions of this article apply to parks and recreational facilities owned or operated by the city.

Sec. 62-32. - Additional rules and regulations.

The city administrator is hereby empowered to make additional rules and regulations, subject to the approval of the city commission, relating to the conduct and use of parks and public grounds, the use of any facility located in or on such parks and public grounds, the establishment of rental fees for the use of any facility, and the protection of public property and the safety, health, morals and welfare of the public. Any violation of any such made and approved regulation shall constitute a violation of this section.

(Code 1972, § 3.8)

Sec. 62-33. - Injury to park property.

No person shall obstruct any walk or drive in any public park or playground, nor injure, mar or damage in any manner any monument, ornament, fence, bridge, seat, tree, fountain, shrub, flower, playground equipment, fireplace or other public property within, or pertaining to, any park or playground. Violations of this section are a misdemeanor.

(Code 1972, § 3.2)

State Law reference— Malicious mischief, MCL 750.377a et seq.

Sec. 62-34. - Waste containers; littering.

- (a) No person shall place or deposit any garbage, glass, tin can, paper or miscellaneous waste in any park or playground, except in containers provided for such purpose.
- (b) Trash deposited in park waste containers shall be from park use only. It is prohibited to deposit trash from off premises in park waste containers.

(Code 1972, § 3.3)

State Law reference— Littering, MCL 324.8901 et seq.

Sec. 62-35. - Ball games.

No person shall engage in baseball, football, softball throwing or other violent or rough exercise or play in any public park or other public place, except in such areas or spaces designated by the director for such exercise or play.

(Code 1972, § 3.4)

Sec. 62-36. - Picnics.

Picnics may be held in such parts of any park as shall be designated by the director for such purpose, subject to any rules or regulations pertaining thereto.

(Code 1972, § 3.5)

Sec. 62-37. - Fires.

No person shall kindle or build fires in any park or playground, except in fireplaces, grills, or stoves provided for such purpose. Upon leaving such fire, it shall be the duty of the person last using the fire to see that the fire is extinguished.

(Code 1972, § 3.6)

Sec. 62-38. - Driving and parking vehicles.

No person shall drive or park any vehicle in any park or playground, except in spaces set aside and designated by the director as parking areas. Driving and parking on all streets and public ways within any park or bordering on any park shall be subject to all of the provisions of chapter 90 of this Code generally regulating traffic and to such additional rules and regulations as the city administrator shall adopt pursuant to this article.

(Code 1972, § 3.7)

Cross reference— Traffic and vehicles, ch. 90.

Sec. 62-39. - Food and beverages; **Special events**.

- (a) No person shall, bring, have in his possession, use or consume any alcoholic beverage of any kind in any public park or public playground in the city unless the possession, use, or consumption of alcoholic beverages is in conjunction with a special event permit as set forth in subsection (e).
- (b) No person shall sell, or offer for sale, any food, beverage or other type of merchandise in any park or area adjacent to, or within 100 yards of any entrance to, or boundary of, any park within the corporate limits of the city without a permit to do so issued by the city department of parks and recreation.
- (c) Permits for the sale of food, beverages, or other merchandise set forth above may be issued either on a daily basis, weekend basis, or annual basis. A daily permit is defined as one extending over the period commencing at 8:00 a.m. and ending at 10:00 p.m. of any day. A weekend permit is defined as one extending over the period commencing at 8:00 a.m. and ending at 10:00 p.m. for each of the following days: Friday, Saturday and Sunday. An annual permit is defined as one extending over the period commencing May 1 and ending September 15 of each year.
- (d) The permits defined in subsection (c) of this section shall be issued by the director of parks and recreation, subject to the regulations provided in this section. For the purpose of regulating the sale of food, beverages and other merchandise in the parks in an orderly manner, enabling the director to maintain the parks in a clean and attractive condition and in a manner which will not endanger or offend the public health and welfare, the director is empowered to issue and enforce such regulations in connection with the issuance and use of the permits as may be necessary to accomplish such purposes. Any violation of a regulation so issued shall constitute a violation of this section.
- (e) Special event permits may be issued by the city administrator to allow **activities in a public park, not otherwise permitted by this Code, to include camping, after hours activities, and** the consumption, possession, or use of alcohol in a public park by individuals attending special events hosted in a public park. A person or organization seeking a special event permit must comply with the following requirements:
 - (1) The application for a special event permit must be submitted at least 60 days prior to the date of the event with all required documentation. The city administrator may waive the notice requirement at his/her discretion if all other conditions have been met.

- (2) The applicant must present proof of appropriate approval from the State of Michigan Liquor Control Commission if required. It is the applicant's responsibility to determine what is required by the liquor control commission and to obtain the necessary approval. If approval is not required by the liquor control commission the applicant must provide documentation to establish that approval is not required.
 - (3) The applicant must provide a description of the special event including the planned activities, number of guests or participants, whether any security will be provided.
 - (4) The applicant must provide a picture or drawing of the planned event area with the specific dimensions of the event area clearly marked.
 - (5) The applicant will sign a release and indemnification agreement agreeing to release and hold harmless the city from any and all liability associated with this event.
 - (6) The applicant will provide proof of liability insurance coverage for the special event that names the City of Adrian as an insured party. The coverage amount shall be for no less than \$1,000,000.00.
 - (7) The application shall be reviewed by appropriate staff as determined by the city administrator.
 - (8) The applicant will provide any additional information requested by the city administrator that may be needed to determine whether the permit will be granted.
 - (9) The applicant shall pay a permit fee in the amount established by resolution of the city commission before the permit will be issued. The permit fee may be waived by the city administrator for charity events run by nonprofit groups.
- (f) The fees for permits herein defined shall be set by resolution of the city commission and may be obtained from the city clerk.

(Code 1972, § 3.9; Ord. No. 05-02, 3-7-2005; Ord. No. 17-025, 8-21-2017)

Sec. 62-40. - Use of parks.

- (a) No person shall loiter, be or remain in or upon any public park, **public parking lot, public trail,** or public playground in the city between the hours of ~~11:00 p.m.—6:00 a.m.~~ **sunset to sunrise** without having a license to do so issued, in writing, by the director. Such license shall be granted upon a showing that there will be compliance with all other laws and ordinances and a further showing that public peace and public safety will not be endangered. **The foregoing notwithstanding, nothing herein shall be construed as prohibiting a person from using a trail in a fashion that involves continuous movement along that trail regardless of the time of day.**
- (b) No parade, procession, exercise, event or other activity calculated to attract, or which does, in fact, attract, more than 30 persons shall be permitted within any public park or public playground in the city unless such activity is sponsored or scheduled by the director or a permit for such activity has been issued, in writing, by the director. Such permit shall be granted upon a showing that there will be compliance with all other laws and ordinances, a showing that the activity will not unduly interfere with the right of others to make reasonable use of the parks and a further showing that public peace and public safety will not be endangered. Any person who shall sponsor, engage in, participate in or attend any such parade, procession, exercise, event or other activity shall be deemed to be in violation of this article.

(Code 1972, § 3.10)

Sec. 62-41. - Violations; municipal civil infraction.

Unless stated otherwise in this article, a person who violates any of the provisions of this article is responsible for a municipal civil infraction.

(Code 1972, § 1.20(4))

Sec. 62-42. - Fishing regulations—Burr Ponds Park.

- (a) *Purpose.* This section is intended to establish regulations for the recreational use of Burr Ponds Park with regard to fishing and other water activity.
- (b) *Applicability.* This section applies to the waters within the park boundary of Burr Ponds Park.
- (c) *Definitions.* For purposes of this section, "fishing" shall mean any device or activity that:
 - (1) Is designed, intended, or used to obtain fish from a body of water.
- (d) *Conflicts.* This section shall not be construed as an exemption or exception to holding a legally obtained fishing license if required by state law.
- (e) *Specific regulations.*
 - (1) Ice fishing shall be prohibited.
 - (2) The fishing is intended to be catch and release only. Provisions will be made from time to time to hold contests or events which may allow for the taking of fish as determined by the parks and recreation director.
 - (3) A person who violates any of the provisions of this section is responsible for a municipal civil infraction.
 - (4) The city parks and recreation department shall post signs indicating the above.

(Ord. No. 07-22, 12-3-07, eff. 12-18-07)

Sec. 62-43. - Water use regulations—Burr Ponds Park.

- (a) No person, firm or corporation shall launch any watercraft onto the waters of Burr Ponds Park. However, a city-owned boat or city-authorized maintenance boat may be launched to perform any necessary maintenance.
- (b) The term "watercraft" includes any type of object capable of transporting people including but not limited to catamarans, sailboats, paddleboats, rowboats, rafts, tubes, floats, kayaks, or canoes.
- (c) Swimming shall be prohibited in the waters of Burr Ponds Park.
- (d) A person who violates any of the provisions of this article is responsible for a municipal civil infraction.

(Ord. No. 07-22, 12-3-07, eff. 12-18-07)

Sec. 62-44. –Camping

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

***Camp* means to reside, sleep overnight, inhabit and/or dwell temporarily or longer with or without shelter.**

Shelter includes, but is not limited to, a tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets or any other form of protection from the elements other than clothing the individual is wearing.

Reside or Dwell includes, but is not limited to, activities such as eating, sleeping and/or the storage of personal property.

(b) Public Property. It shall be unlawful and constitute a nuisance for any person to camp or establish shelter upon a public park without the express written consent of an authorized official of the public entity having ownership, management, or control of such property.

(c) Violation. A person who violates any of the provisions of this article is responsible for a municipal civil infraction.

SPECIAL ORDER

The Mayor called for the hearing and consideration of comments on the establishment of a Property Assessed Clean Energy Program.

Discussion

When the Mayor call for final objections_____

_____and he declared the hearing closed.

AGREEMENT

THIS AGREEMENT made on the ___ day of _____, 2020 by and between the City of Adrian, Michigan, a Michigan municipal corporation, hereinafter referred to as the "City" and Gregory M. Elliott, hereinafter referred to as the "Executive".

As the City desires to hire the Executive as its City Administrator and as the Executive desires to serve the City as its City Administrator, the City and the Executive agree as follows:

SECTION 1. - PERIOD OF EMPLOYMENT

This Agreement shall be effective as of _____, 2020, continue for an indefinite period, and may be terminated subject to the provisions of Section 15 of this Agreement.

SECTION 2. - EXECUTIVE'S DUTIES

During the period of employment with the City, the Executive shall perform the duties of the City Administrator as set out in the applicable statutes of the State of Michigan, the Charter of the City of Adrian, all ordinances and resolutions lawfully enacted, and other such duties as the Commission of the City of Adrian may lawfully assign to the Executive. Executive shall also continue to fulfill the duties of Community Development Director for the City until such time as a successor is appointed to that position at a rate of compensation established by resolution of the City Commission.

SECTION 3. - OTHER EMPLOYMENT

The Executive shall devote all of his time, attention, knowledge and skills solely in the interest of the City of Adrian during working hours and as required for the position of City Administrator at meetings and events outside of normal working hours (as further described in Section 5). The City shall be entitled to all benefits arising from or incident to all such work, services, and advice of the Executive.

SECTION 4. - OATH AND BOND

The Executive agrees to execute all oaths and provide all bonds with surety as required by law.

SECTION 5. - HOURS OF WORK

The parties realize that the position of City Administrator requires the Executive, holding such position, to work weekends, evenings, and other irregular hours at locations other than the City's Administrative offices and during hours which said offices are not open. It is understood

and agreed that the Executive shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of the City Administrator, as described herein and otherwise, but in any event, no less than forty (40) hours per week.

SECTION 6. -EXECUTIVE'S SALARY

The Executive shall receive a salary of an annual rate of One Hundred Ten Thousand (\$110,000) Dollars for the first 12-months of employment, and that salary shall be payable in installments as per the pay plan generally applicable to other City employees. In addition, the City Commission agrees to review and adjust base salary and/or benefits to the Executive, in such amounts and to such an extent as the City Commission shall determine desirable on the basis of their performance and salary review, which is to be accomplished annually. The performance review and evaluation should be discussed with the Executive so as to give him the opportunity to improve his abilities and service to the City.

SECTION 7. – CONTINUING EDUCATION

The Executive shall submit a plan for continued education to the City Commission annually as part of the performance evaluation process, to include maintenance of his AICP certification and membership in the ICMA. The Executive shall include a projected cost for his self-improvement plan, which will be submitted with the annual budget, and become a component of the performance evaluation.

SECTION 8. – AUTOMOBILE ALLOWANCE

The Executive shall receive mileage reimbursement for use of his personal vehicle on City business at the IRS standard mileage rate. The City will consider an automobile allowance in lieu of mileage reimbursement at the Executive's six month review.

SECTION 9. - OTHER BUSINESS EXPENSE

The City shall reimburse the Executive for all other reasonable employment related expenses, subject to any administrative policies concerning such expenses. Such expenses may include, but are not limited to, the following: air travel, taxi and automobile rental, lodging, meals, memberships and subscriptions to the publications of the American Planning Association, the International City Management Association, and the Michigan Management Association, registration fees for training programs offered by such organizations, and travel and incidental costs related to attending such programs or conferences and meetings of such organizations. It is specifically understood that such activities are to be undertaken by the Executive, as may be required by the City, and shall be considered part of the Executive's duties. The Executive shall be reimbursed for other such reasonable expenses as the City shall

approve by resolution passed by the City Commission.

SECTION 10. - VACATION LEAVE

The Executive will be credited with twenty (20) days' vacation leave each year until this Agreement is terminated. Vacation days may be accumulated to a maximum of forty (40) days. The Executive shall be required to use at least ten (10) days' vacation leave each calendar year.

SECTION 11. - SICK LEAVE

The Executive shall accumulate sick leave days pursuant to City policy, as is provided to non-union employees, which may be modified from time to time during the course of this Agreement. The current policy allows for ten (10) sick leave days per year, which may be accumulated to a maximum of ninety (90) days.

SECTION 12. - LIFE INSURANCE

The Executive shall be provided term life insurance with a death benefit of \$100,000, with a clause providing double indemnity in the event of accidental death.

SECTION 13. – RETIREMENT BENEFITS

The Executive shall be enrolled in a Defined Contribution Pension Plan through MERS. Provisions of the plan shall be as follows:

1. Employer contribution 7%; employee contribution 7% (pre-tax)
2. Fully vested after five (5) years of employment with the City (participant shall be credited with one (1) vesting year for each twelve (12) months of continuous employment from the date of hire).

SECTION 14. - PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL

The City shall provide the Executive with public official liability insurance in accordance with that provided other officers of the City. In addition, the City shall provide the Executive legal representation as otherwise provided for other city officials and as provided by ordinance,

except for malicious, wanton, criminal conduct, arising from the Executive's actions or conduct and/or unless the City Commission determines that the Executive was acting outside of the scope of his duties when engaged in the actions or conduct which forms the basis of such charges or claims.

SECTION 15. -TERMINATION

The Executive shall serve at the pleasure of a majority of the City Commission, and either party may terminate the employment relationship at any time, for any reason, with or without cause. In the event that the City Commission exercises its right to terminate the employment of the Executive without cause and the Executive is willing and able to perform the duties of the City Administrator, the City shall provide the Executive with salary, retirement contributions, and health and life insurance benefits for a period of time as outlined herein. The payment period shall be three (3) months upon commencement as the City Administrator, and will increase one (1) month for each year of service to a maximum of six (6) months. The salary payments shall be payable in a manner established for regular salary payments. Said salary and benefits shall be paid for the period established above, or until the Executive obtains other full-time employment, whichever occurs first, at which time the payments and benefits shall cease. The City may, however, in the alternative, elect to give the Executive notice of termination, equal to the payment period earned above, in lieu of the foregoing payments. The City, at its option, may provide a shorter notice of termination, in which case, the Executive shall receive payment for salary and benefits for the remainder of the payment period earned. Said notice of termination must be by resolution of the City Commission as a scheduled City Commission meeting. In the event the City elects to give notice of termination, the Executive agrees to continue to fully execute the duties of City Administrator for the entire period of notice, or until the effective date of his voluntary resignation, whichever occurs first. Further, it is understood and agreed that if the Executive is terminated for reasons constituting just cause, the Executive shall not be entitled to any of the above benefits.

The Executive may terminate his own employment by giving the City at least sixty (60) days' notice in writing. In the event the City has not given the Executive "Notice of Intent" to terminate his employment and the Executive desires to voluntarily resign, the Executive must give the City Commission at least sixty (60) days' notice of resignation, unless both parties mutually agree that shorter notice is acceptable.

SECTION 16. - ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY OFFICIALS

Except as otherwise provided in this Agreement, the Executive shall receive the same

benefits as provided to the City non-union employees including: sick leave, group medical insurance benefits, and other insurance, holidays and disability benefits as per City policy.

SECTION 17. - ARBITRATION

It is mutually agreed between the Executive and the City that arbitration shall be the sole and exclusive remedy to redress any dispute, claim or controversy ("grievance") involving the interpretation of this Agreement or the terms, conditions or termination of this Agreement. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party;
2. Within 30 days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within 30 days, the grievance shall be deemed denied;
3. If the grievance is denied, either party may, within 30 days of such denial, refer the grievance to arbitration in Adrian, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the Executive;
4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

SECTION 18. - BOARD MEMBERSHIP

It is expressly understood that the Executive shall be allowed to continue to serve on boards and commissions so long as the duties related thereto do not present a conflict of interest with City of Adrian business.

SECTION 19. - COMPLETE AGREEMENT

This written Agreement embodies the whole Agreement between the parties and there are no inducements, promises, terms, conditions or other obligations made or entered into by either the City or Executive other than are contained in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the Executive.

IT IS SO AGREED.

Witnesses:

CITY OF ADRIAN
a Michigan Municipal Corporation

By: _____
Angela Sword Heath, Mayor

By: _____
Robin Connor, Clerk

EXECUTIVE:

Gregory M. Elliott

APPROVED:

Tamaris Henagan, City Attorney

RE: CITY COMMISSION – Approve an Employment Agreement for the City Administrator

RESOLUTION

WHEREAS, at a Special Meeting on August 18, 2020, the City Commission approved the appointment of Gregory Elliott as City Administrator; and

WHEREAS, the Mayor has successfully negotiated an employment agreement with the City Administrator, which requires the review and approval of the City Commission; and

WHEREAS, the Mayor recommends approval of this resolution.

NOW, THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the City Administrator Employment Agreement.

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

**RE: CITY COMMISSION – Stipend for the City Administrator’s Continued
Performance as Community Development Director**

RESOLUTION

WHEREAS, at a Special Meeting on August 18, 2020, the City Commission approved the appointment of Gregory Elliott as City Administrator; and

WHEREAS, the appointment of Mr. Elliott leaves open the position of Community Development Director for the City; and

WHEREAS, Mr. Elliott is willing to continue to fulfill the duties of Community Development Director while seeking a new candidate to fill that position;

NOW, THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the payment of a stipend of \$6,000.00 to Gregory Elliott for his continued service as Community Development Director, to be payable in equal installments, per pay period, over the course of the next six months.

BE IT FURTHER RESOLVED that this is a one-time stipend, payable in the fashion prescribed regardless of the amount of time that it takes to fill the Community Development Director’s position.

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

CITY OF ADRIAN
LENAWEE COUNTY, MICHIGAN

RESOLUTION TO ESTABLISH PROPERTY ASSESSED CLEAN ENERGY PROGRAM

Minutes of a regular meeting of the City Commission of the City of Adrian (“Commission”), Adrian County, Michigan, held via Zoom, on September 21, 2020 at 7:00pm, local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member:

WHEREAS:

1. At its meeting of September 8, 2020, this City Commission adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district(s) pursuant to 2010 PA 270 (“Act 270”) to promote “energy projects” defined by Act 270 to include “installation or modification of energy efficiency improvements or the acquisition, installation or improvement of renewable energy systems.”
2. The City Commission held a public hearing on the proposed PACE Program on September 21, 2020 during which the City Commission heard comments on the proposed PACE program from anyone wishing to address the City Commission concerning it.
3. Financing energy projects is a valid public purpose.
4. The proposed PACE program as described in the City of Adrian PACE Program Report, an updated version of which is attached as Exhibit A, would provide financing for energy projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the projects, so that no City moneys, general City taxes or City credit of any kind whatsoever shall be pledged, committed or used in connection with any energy project.
5. The types of energy projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the City in which the PACE

Program may be used, and other details of the proposed PACE Program, as required by Act 270, are set forth in detail in PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Adrian establishes the City of Adrian PACE Program the terms and conditions of which are set forth in the PACE Program Report attached as Exhibit A and incorporated by reference, which PACE Program Report is approved.
2. All aspects of the City of Adrian PACE Program may be amended by approving resolutions of the City Commission without a new public hearing.
3. The City may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the City of Adrian PACE Program, in whole or in part, and the City Administrator or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law.
4. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, rescinded.

YEAS: _____

NAY: _____

ABSENT: _____

RESOLUTION NO. ____ ADOPTED.

The foregoing resolution was adopted at a regular meeting of the City Commission of the City of Adrian on _____, 2020.

**RE: APPOINTMENT OF DRAKE LOLLEY TO THE DOWNTOWN DEVELOPMENT
AUTHORITY BOARD OF DIRECTORS**

RESOLUTION

WHEREAS, the City of Adrian Downtown Development Authority (DDA) Board has an opening; and

WHEREAS, the open position was posted and several interested and qualified candidates made application to the board; and

WHEREAS, the DDA Organizational Committee reviewed the applicants and interviewed their top candidates; and

WHEREAS, at the August DDA Board meeting the full board approved the recommendation of Drake Lolley to the board; and

WHEREAS, Mayor Heath has reviewed the process and recommends the appointment of Drake Lolley to the Downtown Development Authority Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby approves the DDA Board action and the recommendation of Mayor Heath, and appoints Drake Lolley to the Downtown Development Authority Board of Directors for a term of 4 years.

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

R20-164

September 21, 2020

RE: CITY COMMISSION – Approve the Appointment of Kirk Valentine to the Construction Code Board of Appeals

RESOLUTION

WHEREAS, a vacancy exists on the Construction Code Board of Appeals; and

WHEREAS, Kirk Valentine has expressed a willingness to serve on the Construction Code Board of Appeals; and

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

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does, hereby, approve the appointment of Kirk Valentine to the Construction Code Board of Appeals for a three (3) year term.

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

R20-165

September 21, 2020

RE: CITY COMMISSION – Approve the Appointment of Chad Johnson to the Construction Code Board of Appeals

RESOLUTION

WHEREAS, a vacancy exists on the Construction Code Board of Appeals; and

WHEREAS, Chad Johnson has expressed a willingness to serve on the Construction Code Board of Appeals; and

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

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does, hereby, approve the appointment of Chad Johnson to the Construction Code Board of Appeals for a three (3) year term.

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

R20-166

September 21, 2020

RE: CITY COMMISSION – Approve the Appointment of Nick Paris to the Construction Code Board of Appeals

RESOLUTION

WHEREAS, a vacancy exists on the Construction Code Board of Appeals; and

WHEREAS, Nick Paris has expressed a willingness to serve on the Construction Code Board of Appeals; and

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

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission does, hereby, approve the appointment of Nick Paris to the Construction Code Board of Appeals for a three (3) year term.

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



MEMORANDUM – UTILITIES DEPARTMENT

DATE: September 10, 2020

TO: Greg Elliott, City Administrator

FROM: William Sadler, Utilities Director

SUBJECT: Grit Building Overhead Door (WWTP)

Sealed bids were received by the purchasing department on Thursday August 27, 2020 for the purchase and installation of a new overhead door and explosion proof opener for the grit building at the Waste Water Treatment Plant. The bid tabulation is as follows:

<u>Bidder</u>	<u>Location</u>	<u>Amount</u>
Overhead Door	Toledo, OH	\$12,985
Quality Overhead Doors	Toledo, OH	\$15,980
Darkinson Doors	Toledo, OH	\$19,860

The current door is from the original construction (1980) and is in poor condition due to the corrosive atmosphere in that building. I respectfully recommend that we proceed with the purchase and installation of this door and opener and award the bid to the low bidder, Overhead Door of Toledo, OH at a cost not to exceed \$12,985. Funds for this purchase are budgeted in the FY2020-2021 Waste Water Plant Capital Budget (497-553.00-975.134).

RE: UTILITIES DEPARTMENT –Authorization to Proceed with Purchase and Installation of Overhead Door and Opener at the Waste Water Treatment Plant

RESOLUTION

WHEREAS the FY2020-21 Budget includes funds for the purchase and installation of a replacement overhead door and opener at the Waste Water Treatment Plant; and

WHEREAS on Thursday August 27, 2020, the Purchasing Office received three (3) bids with the following results:

<u>Bidder</u>	<u>Location</u>	<u>Amount</u>
Overhead Door	Toledo, OH	\$12,985
Quality Overhead Doors	Toledo, OH	\$15,980
Darkinson Doors	Toledo, OH	\$19,860; and

WHEREAS the Utilities Director and City Administrator recommend selection of the lowest bidder, Overhead Door of Toledo, OH, for the purchase and installation of one replacement overhead door and opener at the Waste Water Treatment Plant at a total cost not to exceed \$12,985; and

WHEREAS, the Finance Director indicates funds are available for this purpose in the FY2020-2021 Capital Budget as follows:

497-553.00-975.134 Grit Building Overhead Door \$20,000

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the purchase and installation of one replacement overhead door and opener at the Waste Water Treatment Plant from the lowest bidder, Overhead Door of Toledo, OH at a cost not to exceed \$12,985.

On motion by Commissioner _____,

Seconded by Commissioner _____, this

Resolution was adopted by a _____ vote.

September 11, 2020



MEMORANDUM

TO: Greg Elliott, City Administrator

FROM: Matt Tomaszewski, Director of Parks and Engineering Services

SUBJECT: Engineering Services

The City requested qualifications and a cost proposal for certified engineering firms in order to conduct surveys, design work, and additional consultation. The City received a total of seven (7) proposals from various firms throughout Michigan as seen below:

Engineering Firm	Contract Office
OHM Advisors	Dexter, MI
NTH Consultants	Northville, MI
ROWE Professional Services Company	Farmington Hills, MI
Spicer Group	Dundee, MI
Fleis & Vandenbrink	Farmington Hills, MI
Tetra Tech	Ann Arbor, MI
Mannik & Smith Group	Adrian, MI

The reviewing team, consisting of the City Administrator, Director of Utilities, Director of Parks and Engineering Services, and the Project Manager, separately reviewed the qualifications of each firm ranking them along the way. We then met to discuss our thoughts of the seven firms. We all had two of the same firms selected in the top three. We then chose to review the cost proposals of the two firms selected ultimately deciding on the lower of the two but also looking at other distinctive features such as location and experience.

Based on their qualifications, location, experience within Adrian, and cost, the committee chose the Mannik & Smith Group to recommend awarding the contract to.

Engineering Services RFQP Proposal Cost Comparison

	Mannick & Smith	Tetra Tech	Rate
Clerical	\$54.00	\$65-80	Hour
Admin. Assistant	\$66.00	\$95-115	Hour
Staff Engineer	\$84.00	\$100-140	Hour
Design Engineer	\$100.00	\$95-110	Hour
Lead Design Engineer	\$134.00	\$155-180	Hour
Planner/ Landscape Architect	\$134.00	\$118-195	Hour
Traffic engineer	\$134.00	\$175-225	Hour
Project Engineer	\$149.00	\$150-165	Hour
Project Manager	\$149.00	\$190-210	Hour
Senior Project Manager	\$164.00	\$235.00	Hour
Senior Engineer	\$164.00	\$175-225	Hour
Technician	\$75.00	\$70.00	Hour
Construction Inspector	\$87.00	\$75.00	Hour
Senior Construction Inspector	\$99.00		Hour
Professional Surveyor	\$144.00	NA	Hour
Survey Crew (1 Man)	\$126.00	NA	Hour
Survey Crew (2 Man)	\$163.00	NA	Hour
Pavement Coring Drill	\$1,435.00	\$1,360.00	Day
Nuclear Density Meter	\$30/Day	\$50/ Hour	
Soils Kit	\$15.00		EA
Concrete Testing Kit	\$15/EA	\$25/ Hour	
Geotechnical Geoprobe Drill Rig - Operator and Laborer	\$2,000.00		Day
Bag Samples	\$25.00		EA
Grout Bore Holes	\$50.00		Foot
Vehicle Mileage	\$0.55*	\$0.58	Per Mile *Office Outside of Adrian* Subcontractor Vehicle Mileage
		\$1.05	

R20-168

RE: **PARKS & ENGINEERING SERVICES DEPARTMENT– Engineering Services**

RESOLUTION

WHEREAS the City of Adrian solicited a proposal for engineering services such as survey, design, and additional consultation; and

WHEREAS the City received seven (7) proposals to review; and

WHEREAS the reviewing committee consisted of the City Administrator, Director of Utilities, Parks & Engineering Services Director, and Project Manager in order to separate the firms based on their qualifications; and

WHEREAS the committee unanimously selected two firms for further review; and

WHEREAS Mannik & Smith Group was selected based on their qualifications, location, experience within Adrian, and cost; and

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the acceptance of Mannik & Smith Group, Adrian, MI for engagement in the City's Standard Professional Services Contract.

On motion by Commissioner _____,

seconded by Commissioner _____,

this resolution was _____ by a _____ vote.

RE: ASSESSING OFFICE – Downtown Parking Special Assessment – Notice of Intent**RESOLUTION**

WHEREAS, in accordance with the recommendations of the Blueprint for Downtown Adrian, short-term parking meters were removed from streets and parking lots in June, 2004; and

WHEREAS, after several meetings of the Ad-Hoc Downtown Parking Advisory Committee to review the Auto Fund Parking Budget and Parking Enforcement Operations, the following Financial Plan and Special Assessment proposal has been developed; and

WHEREAS, the cost to maintain parking lots in the Downtown Development District for FY2020-21 amount to \$205,150, detailed as follows:

Operating Budget	\$175,150
Capital Budget	30,000
Total Expenses	\$ 205,150; and

WHEREAS, estimated Revenue for FY2020-21 is detailed as follows:

Interest Earnings	\$ 150
Fee Estate Contribution	25,000
Contribution-DDA TIFA	60,000
Contribution-General Fund	60,000
Special Assessment	<u>60,000</u>
Total Revenue	\$205,150; and

WHEREAS, the City Administrator recommends that a \$60,000 special assessment be levied upon the taxable value of real and personal property of downtown business owners who benefit from the removal of parking meters and maintenance of a viable downtown parking system for the purpose of revitalizing the central business district; and

WHEREAS, required plans, reports and recommendations have been filed pursuant to the provisions of Article I, Section 70-6 of the Adrian City Code of Ordinances; and

WHEREAS, such plans include the Auto Parking Fund Financial Plan, purpose of the Special Assessment, the Special Assessment District, and the methodology utilized by the City Assessor to apportion the Special Assessment to property owners within the District.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution:

1. APPROVES the FY2020-21 Auto Parking Fund Financial Plan, including:

AUTO PARKING FUND (585)

REVENUE:

664.000	INTEREST EARNINGS	150
699.101	TRANSFER IN-GENERAL FUND	60,000
699.281	TRANSFER IN-DDA/TIFA FUND	60,000
699.599	CONTRIB.-SPECIAL ASSESSMENT	60,000
699.699	CONTRIB.-FEE ESTATE	<u>25,000</u>
TOTAL ESTIMATED REVENUE		\$ 205,150

EXPENSES:

702.000	WAGES	\$ 4,496
702.110	WAGES-PAVEMENT MARKING	500
702.111	WAGES-SNOW REMOVAL	4,000
702.291	WAGES-GENERAL LOT MAINTENANCE	500
704.000	OVERTIME	500
704.111	OVERTIME-SNOW REMOVAL	2,000
708.110	OVERHEAD-PAVEMENT MARKING	250
708.111	OVERHEAD-SNOW REMOVAL	2,880
708.291	OVERHEAD-GEN LOT MAINT	250
715.000	SOCIAL SECURITY	344
716.000	HOSPITALIZATION	277
716.001	DENTAL INSURANCE	16
717.000	LIFE INSURANCE	15
718.000	RETIREMENT CONTRIBUTION	174
719.000	UNEMPLOYMENT COMPENSATION	4
741.000	OPERATING SUPPLIES	100
776.110	SUPPLIES-PAVEMENT MARKING	500
776.111	SUPPLIES-SNOW REMOVAL	4,000
776.291	SUPPLIES-GEN LOT MAINT.	1,000
801.000	CONTRACT SERVICES	10,000
802.000	AUDIT FEES	1,000
851.000	TELEPHONE	650
914.000	WORKERS' COMPENSATION	40
921.000	ELECTRICAL	8,600
943.110	VEHICLE RENT-PAVEMENT MARK	500
943.111	VEHICLE RENT-SNOW REMOVAL	12,000
943.291	VEH RENT-GEN LOT MAINT.	1,000
967.000	DEPRECIATION	60,000
969.133	CONTRIB.INDIRECT COST PLAN	10,282
975.000	CAPITAL IMPROVEMENTS	30,000
990.000	CONTINGENCY	<u>49,272</u>
TOTAL EXPENSES		\$ 205,150

2. As indicated in the aforementioned Financial Plan, the City intends to levy a Special Assessment in the amount of \$60,000.
3. The Special Assessment proposed to partially defray the operating expenses detailed in the Auto Parking Fund Financial Plan and, in addition, provide an accumulated fund balance to draw upon for future capital improvements, shall be levied on the land and premises within the proposed Special Assessment District according to the methodology employed by the City Assessor and on file with the City Clerk.

4. The Report, including the Proposed Special Assessment, shall be filed with the City Clerk forthwith to be available for public examination.
5. A public hearing will be held on Monday, October 5, 2020 at 7:00pm, via Zoom, for the purpose of hearing and considering comments regarding the Proposed Special Assessment District, or to the inclusion of any property within the proposed Special Assessment District. Information for joining the Zoom meeting will be available on the City website, adriancity.com, at noon on the day of the hearing.
6. The City Clerk shall mail notice of the intention to adopt said Special Assessment to all interested parties pursuant to the provisions of Article I, Section 70-6 of the Adrian City Code of Ordinances.

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

City of Adrian
DIAL-A-RIDE

TO: Greg Elliott, City Administrator
Honorable Mayor Angela Heath
Adrian City Commissioners

FROM: Marcia Bohannon, Transportation Coordinator

Re: Title VI Program

As a recipient of federal funds, we are required to develop a Title VI Program. Our original plan was formally adopted in October of 2009. A revised program was updated and approved on January 19, 2016 and again on December 18, 2018. We are now required to update and revise our Program again to ensure new requirements and language are included in our program.

The programs are required by Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

ACKNOWLEDGEMENT OF RECEIPT OF TITLE VI PROGRAM

The City of Adrian City Commissioners acknowledges the receipt of the City of Adrian Dial-A-Ride Title VI Program. There has been opportunity to read the program and we commit to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B

City of Adrian – City Commissioners

BY: _____

TITLE: _____
(Mayor of the City of Adrian)

BY: _____

TITLE: _____
(City Clerk)

Title VI Program

Agency Name: City of Adrian Dial-A-Ride

Date Adopted: __Original: October 19, 2009__

Updated: _January 19, 2016_____

Updated: June 13, 2017 REVISED: AUGUST 27, 2020

I. Plan Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The City of Adrian Dial-A-Ride is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B.

This program was developed in accordance with this updated circular to guide the City of Adrian Dial-A-Ride in its administration and management of Title VI-related activities, reference FTA C 4702.1B.

Title VI Coordinator Contact information

Office Manager: Jim Ruff – 517 265 6611

Transportation Coordinator: Marcia Bohannon – 517 264 4849

II. Title VI Information Dissemination

Title VI information posters shall be prominently and publicly displayed in the City of Adrian's transportation facility and on their revenue vehicles. Title VI information can also be located on the Transportation section of the City of Adrian website. Additional information relating to nondiscrimination obligation can be obtained from the City of Adrian's Dial-A-Ride Title VI Coordinator. A sample Title VI notice is in Appendix B of FTA C 4702.1B and attached (see Appendix G).

Title VI information shall be disseminated to City of Adrian Dial-A-Ride's or its contractor's employees annually via the Employee Education form (see Appendix A) in payroll envelopes. This form reminds employees of the policy statement, and of their Title VI responsibilities in their daily work and duties.

During New Employee Orientation, new employees shall be informed of the provisions of Title VI, and the City of Adrian's Dial-A-Ride or its contractor's expectations to perform their duties accordingly.

All employees shall be provided a copy of the Title VI Program and are required to sign the Acknowledgement of Receipt (see Appendix B).

III. Subcontracts and Vendors

All subcontractors and vendors who receive payments from City of Adrian's Dial-A-Ride where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

IV. Record Keeping:

The Title VI Coordinator will maintain permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the City of Adrian's Dial-A-Ride Title VI Program, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations. See Appendix E of FTA C 4702.1B for an example of how to report this information.

V. Title VI Complaint Procedures

How to file a Title VI Complaint?

The complainant may file a signed, written complaint up to one hundred and eighty (180) days from the date of the alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant

The Title VI Complaint Form (see Appendix C) may be used to submit the complaint information. The complaint may be filed in writing with the City of Adrian's Dial-A-Ride at the following address:

*City of Adrian Dial-A-Ride
377 Logan Street
Adrian, MI 49221*

NOTE: The City of Adrian's Dial-A-Ride encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

In addition, sample complaint procedures are in Appendix C, and Sample Title VI complaint form is in Appendix D of FTA C 4702.1B.

What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the City of Adrian's Dial-A-Ride will be directly addressed by the City of Adrian Dial-A-Ride's Title VI Coordinator. The Title VI Coordinator shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the Title VI Coordinator shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within seven days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

How will the complainant be notified of the outcome of the complaint?

The Title VI Coordinator will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from the Title VI Coordinator, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by the Title VI Coordinator, a written response may be drafted subject to review by the transit's attorney. If appropriate, the City of Adrian's Dial-A-Ride attorney may administratively close the complaint. In this case, the Title VI Coordinator will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights
1200 New Jersey Ave., SE
Washington, DC 20590

VI. Limited English Proficiency (LEP) Plan

According to the US Census Bureau in their 2006-2010 American Community Survey it was determined in the City of Adrian:

84.1% of the population is White
4.4% of the population is Black or African American
.6% of the population is American Indian and Alaska Native
1% of the population is Asian
5.9% of the population is some other race
4% of the population is two or more races

18% of the population is Hispanic or Latino (of any race)

For our population of 21,133, our population of 5 years and over by language spoken at home and the ability to speak English, the follow information has been provided by the Census 2010 summary file for the City of Adrian:

17,925 persons speak only English

Of the Spanish population, 116 persons do not speak English.
This equates to .5% of the population who do not speak English.

The office of the Lenawee Transportation and Adrian Dial-A-Ride evaluates the frequency of which they come in contact with LEP individuals. This includes verbal surveys of both staff and drivers. We have not had any requests for interpreters or translation requests for documents.

Adrian Dial-A-Ride has two drivers who have the ability to speak fluent Spanish which is our largest population of individuals, other than white.

This is no large geographic concentration of any one type of LEP individuals in our service area. The dominant majority of the population or more than 99% speak English.

The public transportation systems have reviewed available resources that could be of service for providing LEP assistance. As shown in the Translators Resource List, Catholic Charities of Lenawee, Adrian, MI will provide translation services for Spanish, as well as two drivers from the public transportation systems.

See requirements to provide meaningful access to LEP Persons:
Appendix M of FTA C 4702.1B.

VII. Community Outreach

As an agency receiving federal financial assistance, we have made the following community outreach efforts:

The City of Adrian's Dial-A-Ride has engaged the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public has been invited to participate in these activities:

Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan). This active committee is also known as the Transportation Task Force of Lenawee County. We meet at least twelve (12) times per year. This meeting is held at the Human Services Building.

Lenawee Essential Needs Council This active committee meets quarterly and is held at the Human Services Building.

The Small Urban Program consists of members who prioritize transportation related projects for federal Surface Transportation Program (STP) funding consideration. The meetings are open to the public for review and comment. A public hearing notice is submitted to local papers.

The CMAQ workshop consists of members who prioritize transportation related projects which have the greatest impact for reducing emissions and have the most positive impact on our air quality. The meetings are open to the public for review and comment. A public hearing notice is submitted to local papers.

Local Advisory Committee meets as needed or at least annually. The core members of the LAC are also committee members of other transportation related committees.

We have made presentations at the Hope Community Center, an organization that empowers adults with disabilities in four areas that promote their citizenship: Education, Recreation, Life Direction, and Community. Educators from the Lenawee Intermediate School District were also in attendance. Parents of students in the LISD program were invited to attend.

We have also participated in the "Transitioning Into The Future", an educational program designed for students at the Lenawee Technical Center – specifically for persons with disabilities who are entering into this program and those who are leaving this program.

City Commission Meetings: The City of Adrian Commission meetings are held the first and third Monday of each month. The public is invited to attend and are given an opportunity to speak on any topic at every council meeting. These public meetings are advertised in advance by official postings at City Hall, the local radio stations, and the local newspaper. The City also uses the internet to reach all sectors of the community. An archive of past meetings is available as well as all current and past agendas and minutes.

We submit to the Michigan Department of Transportation annually an application for funding. The application requests funding for both capital and operating assistance. Part of the annual application is a public notice, which includes a 30-day public comment period.

VIII. List of transit-related Title VI investigations, complaints, and lawsuits

Since the time of the last submission of our Title VI Program for the City of Adrian Dial-A-Ride, there are no pending – and have never been any public transportation-related Title VI investigations, complaints or lawsuits filed.

IX. Committees and Councils

All participants in our non-elected committees and councils, such as our Human Services Transportation Committee of Lenawee County or our Local Advisory Council are encouraged to bring along a friend, co-worker or clients. All participants are encouraged to include members of their respective agencies to ensure a broad-based and diverse group.

Body	Caucasian	African American	American Indian and Alaska Native	Asian	Two or more races	Hispanic or Latino
Population	84.1%	4.4%	.6%	1%	4%	18%
Local Advisory Council	100%					
Transportation Task Force of Lenawee	100%					
Lenawee Essential Needs Council	100%					

X. Equity Analysis

The City of Adrian Dial-A-Ride will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. We will engage in outreach to persons potentially impacted by the selection of future facilities sites. We will comply with the requirement of a Title VI equity analysis. At this time, we are not planning for an additional transportation facility.

Appendix A Employee Annual Education Form

Title VI Policy

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Adrian's Dial-A-Ride or its contractor are expected to consider, respect, and observe this policy in their daily work and duties. If a citizen approaches you with a question or complaint, direct him or her to our Title VI Coordinator.

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to address them without regard to race, color or national origin.

Appendix B Acknowledgement of Receipt of Title VI Program

I hereby acknowledge the receipt of the City of Adrian's Dial-A-Ride Title VI Program. I have read the program and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B.

Your signature

Print your name

Date

Appendix C TITLE VI COMPLAINT FORM

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” If you feel you have been discriminated against in transit services, please provide the following information in order to assist us in processing your complaint and send it to:

*City of Adrian Dial-A-Ride
Attn: Jim Ruff, Title VI Coordinator
377 Logan Street
Adrian, MI 49221*

Please print clearly:

Name: _____

Address: _____

City: _____, State: _____, Zip Code: _____

Telephone Number: _____ (home) _____ (cell) _____ (message)

Electronic Mail Address: _____

Person allegedly discriminated against: _____

Address of person allegedly discriminated against: _____

City, State, Zip Code: _____

Are you filing this complaint on your own behalf? Yes _____ No _____

If not, please supply the name and relationship of the person for whom you are complaining: _____

Please explain why you have filed for a third party: _____

Please indicate why you believe the discrimination occurred:

_____ race or color
_____ national origin
_____ income
_____ other

What was the date of the alleged discrimination? _____

Where did the alleged discrimination take place? _____

Please describe the circumstances as you saw it: _____

Please list any and all witnesses' names and phone numbers:

What type of corrective action would you like to see taken?

Have you previously filed a Title VI complaint with this agency? Yes _____ No _____

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes _____ No _____

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____

☐ State Court: _____

☐ State Agency: _____

Local Agency: _____

Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator at:

Jim Ruff, Title VI Coordinator
City of Adrian Dial-A-Ride
377 Logan Street
Adrian, MI 49221

Your signature

Print your name

Date

APPENDIX D Letter Acknowledging Receipt of Complaint

Today's Date

Ms. Jo Doe
1234 Main St.
Anytown, MI 12345

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against the City of Adrian's Dial-A-Ride alleging _____

_____.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 517 265 6611, or write to me at this address.

Jim Ruff, Title VI Coordinator
City of Adrian, Dial-A-Ride
377 Logan Street
Adrian, MI 49221

Sincerely,

Jim Ruff
Title VI Coordinator

APPENDIX E Letter Notifying Complainant that the Complaint Is Substantiated

Today's Date

Ms. Jo Doe
1234 Main St.
Anytown, MI 12345

Dear Ms. Doe:

The matter referenced in your letter of _____ (date) against the City of Adrian's Dial-A-Ride alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Jim Ruff
Title VI Coordinator

APPENDIX F Letter Notifying Complainant that the Complaint Is Not Substantiated

Today's Date

Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

The matter referenced in your complaint of _____ (date) against the City of Adrian's Dial-A-Ride alleging _____ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The Title VI Coordinator has analyzed the materials and facts pertaining to your case for evidence of the public transit's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from the Title VI Coordinator, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at

Federal Transit Administration Office of Civil Rights
1200 New Jersey Ave., SE
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Jim Ruff
Title VI Coordinator

APPENDIX G Narrative to be included in Posters to be Displayed in Revenue Vehicles and Facilities

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

TITLE VI NOTICE

The City of Adrian Dial-A-Ride is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964 and Federal Transit Administration (FTA) Circular 4702.1B. For additional information on Title VI or to file a complaint, contact Jim Ruff, 377 Logan Street, Adrian, MI 49221.
Phone: 517 265-6611

Or you may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

This notice is posted on all transit vehicles and in the administrative facility.

RE: TRANSPORTATION – Resolution to approve the revised Title VI Program for the City of Adrian developed for Dial-A-Ride and to authorize the Mayor and City Clerk to sign the Acknowledgement of the aforementioned program.

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

WHEREAS, A Title VI Plan had been developed and adopted for Dial-A-Ride in its administration and management of the transit system on October 19, 2009; revised and approved on January 19, 2016; revised and approved on December 18, 2018; and

WHEREAS, an updated Title VI Program has again been revised for the Dial-A-Ride;
and

NOW, THEREFORE, BE IT RESOLVED that the City of Adrian approves the updated and revised Title VI Program; and

HEREBY, authorizes the Mayor, to sign the Acknowledgement of the aforementioned program.

On motion by _____, seconded by _____,

This Resolution was _____ by a _____ vote.

September 21, 2020

To: Greg Elliott, City Administrator
Honorable Mayor Heath
City Commissioners

From: Marcia Bohannon, Transportation Coordinator

Re: Third Party Contract for RTAP funds

This resolution is for the Contract between the Michigan Public Transit Association and the City of Adrian.

This Contract was created for the purpose of making federal Rural Transit Assistance Program (RTAP) grant funds available for the costs of eligible training activities and equipment and/or technical assistance research activities that promote or benefit rural public transportation. Eligible recipients are rural agencies that receive Federal Transit Administration (FTA) Section 5310 or Section 5311 funds. (The City receives Section 5311 funds.)

The maximum amount of funding provided under this Contract for Fiscal Year 2021 (October 1, 2020 - September 30, 2021) is \$5,500 (five thousand five hundred dollars) as determined by the MDOT. However, remaining balances from FY 2020 may be carried forward to this fiscal year 2021. Funding for Fiscal Years 2022 and 2023 will be determined by the MDOT, contingent upon continuation of this PROGRAM and continued receipt of federal RTAP funds.

**RURAL TRANSIT ASSISTANCE PROGRAM
(RTAP)
THIRD PARTY CONTRACT**

THIS AGREEMENT is made and entered into this _____ day of _____ 2020 by and between Michigan Public Transit Association (hereinafter referred to as the AGENCY), and the [City of Adrian](#) referred to as the ELIGIBLE-RECIPIENT).

SECTION 1 – DEFINITIONS

PROGRAM	Means the Rural Transit Assistance Program designed primarily for rural transit agencies dispersal of funds for eligible training activities and equipment and/or technical assistance and research activities that promote or benefit rural public transportation.
DEPARTMENT	Means the Michigan Department of Transportation.
OFFICE	Means the Office of Passenger Transportation of Michigan Department of Transportation.
AGENCY	Means the eligible authority, eligible governmental agency, or organization representing the rural transit agencies interests which is receiving funds from the DEPARTMENT under the PROGRAM, (Michigan Public Transit Association).
PROJECT	Means the providing of funds from the Rural Transit Assistance Program (RTAP).
STATE	Means the State of Michigan.
ELIGIBLE-RECIPIENT	Means the organization which will receive funds under this contract.
APPLICATION	Means the AGENCY'S application, submitted in cooperation with the ELIGIBLE RECIPIENT, for funding from this PROGRAM for the period October 1, 2020 to September 30, 2023.

SECTION 1 - PURPOSE

This Contract is made for the purpose of making federal Rural Transit Assistance Program (RTAP) grant funds available to the ELIGIBLE RECIPIENT for the costs of eligible training activities and equipment and/or technical assistance research activities that promote or benefit rural public transportation. Eligible recipients are rural agencies that receive Federal Transit Administration (FTA) Section 5310 or Section 5311 funds, hereinafter referred to as "ELIGIBLE RECIPIENT(S)." The ELIGIBLE RECIPIENT may only be reimbursed for the

percentage of eligible expenses equivalent to the percentage of services for which the ELIGIBLE RECIPIENT receives Section 5310 or 5311 funds.

SECTION 2 - FUNDING

The AGENCY agrees to disperse RTAP funds to all ELIGIBLE RECIPIENTS in accordance with FTA Circular C9041.1, incorporated herein by reference as if the same were repeated in full herein. The maximum amount of funding provided under this Contract for Fiscal Year 2021 (October 1, 2020-September 30, 2021) is \$5,500 (five thousand five hundred dollars) as determined by the DEPARTMENT.

Any unused FY2020 grant funds may be carried over and used in FY2021. Fund balances shall be confirmed with the Statewide RTAP Coordinator (Michigan Public Transit Association). This carry-over clause shall be for FY2020 grant funds only unless amended by the DEPARTMENT.

Funding for Fiscal Years 2022 and 2023 will be determined by the DEPARTMENT contingent upon continuation of the PROGRAM and continued receipt of federal RTAP funds.

SECTION 3 – ACCOUNTING AND RECORD-KEEPING

The AGENCY, shall provide to the ELIGIBLE-RECIPIENT, the State funds designated for the eligible costs incurred in the performance of this contract within ten (10) working days of the receipt of said funds from the DEPARTMENT.

The ELIGIBLE-RECIPIENT shall maintain books, records, documents, and other accounting records in accordance with the general accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The ELIGIBLE-RECIPIENT shall assure that the records to support the expense(s) are established and maintained.

The ELIGIBLE-RECIPIENT is responsible to use the Request Forms (Attachment A) and Travel Vouchers (Attachment B). The ELIGIBLE-RECIPIENT shall review and follow all Travel Rates (Attachment C) and Guidelines (Attachment D) set forth by the DEPARTMENT.

SECTION 4 - MISCELLANEOUS PROVISIONS

- (a) If any provision of this contract is held invalid, the remainder of this contract shall not be affected, if any such remainder continues to the provisions and requirements of applicable law.
- (b) The ELIGIBLE-RECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this contract shall

require the ELIGIBLE-RECIPIENT to observe, comply, or do any other things in contravention of any STATE, Local or Federal law.

(c)

None of the funds, materials, property, or services obtained by the AGENCY or the ELIGIBLE-RECIPIENT under this contract shall be used for any partisan political activity, or to further the election or defeat of any activity, or defeat of any candidate for public office.

SECTION 5 - TERM OF CONTRACT

Upon execution, this contract shall cover the period commencing October 1, 2020, and extending through September 30, 2023.

IN WITNESS WHEREOF, the parties hereto have cause for this Contract to be executed.

Michigan Public Transit Association

BY: _____
Clark Harder, Executive Director

Agency

BY: _____
Authorized Signature

Print Name

RE: TRANSPORTATION – Resolution approving our Rural Transit Assistance Program’s (RTAP) Third Party Contract between the Michigan Public Transit Association and the City of Adrian and to authorize the Mayor to execute said Contract.

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

WHEREAS, the Rural Transit Assistance Program (RTAP) is designed primarily for rural transit agencies’ dispersal of funds for eligible training activities and equipment and/or technical assistance and research activities that promote or benefit rural public transportation; and

NOW, THEREFORE, IT IS RESOLVED, that the City Commission of the City of Adrian does hereby approve the RTAP Third Party Contract between the Michigan Public Transit Association and the City of Adrian Dial-A-Ride for the period covering October 1, 2020 to September 30, 2023; and

BE IT FURTHER RESOLVED, that the funds from the Third Party Contract be granted to the Adrian Dial-A-Ride in accordance with the terms of FTA Circular C9041.1, and authorizes the Mayor to sign this Contract for and on behalf of the City of Adrian.



MEMORANDUM

Date: September 21, 2020

TO: Greg Elliott, Interim City Administrator
Honorable Mayor Angela Heath
City Commissioners

FROM: Robin Connor, City Clerk

SUBJECT: 2020-2021 Commercial Marihuana Facilities Permit Application

City staff has reviewed and approved the following Commercial Marihuana Facilities Permit Applications:

FLURESH **1751 W. Beecher Street**
(Application #MM20-012) New Medical Marihuana Permit

HERB OF LIFE, INC. **329 Logan Street**
Application #RM20-008
(#MMG-012) Renewal of current permit.

I have also reviewed the applications and recommend approval of a new Medical Marihuana permit for Fluresh, LLC and the renewal of the Medical Marihuana permit for Herb of Life, Inc.

Thank you,

Robin Connor
City Clerk

R20-172

RE: **CITY CLERK – Renewal of the Medical Marihuana Facility Permit (#MMG18-012) for Herb of Life, Inc.**

RESOLUTION

WHEREAS, the Adrian City Commission has adopted a Commercial Medical Marihuana Facilities and Adult Use Establishments Ordinance, Medical Marihuana Zoning Ordinances, and Medical Marihuana Zoning Ordinance Overlays; and

WHEREAS, Herb of Life, Inc. has properly submitted a 2020-2021 renewal application (#RM20-008) for a Medical Marihuana Facility Permit for 329 Logan Street, Adrian, Michigan; and

WHEREAS, the City Clerk has reviewed the renewal application, confirms that the required inspections have been conducted or the required waiver of inspections has been submitted, and that the renewal application meets the requirements of the adopted Commercial Medical Marihuana Facilities and Adult Use Establishments Ordinances, and recommends renewal of the permit to Herb of Life, Inc. for 329 Logan Street.

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby approves a renewal of the Medical Marihuana Permit (MMG-012) for Herb of Life, LLC, for 329 Logan Street, Adrian, Michigan.

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

R20-173

RE: **CITY CLERK – Approval of a new Medical Marihuana Facility Permit for Fluresh, LLC.**

RESOLUTION

WHEREAS, the Adrian City Commission has adopted a Commercial Medical Marihuana Facilities and Adult Use Establishments Ordinance, Medical Marihuana Zoning Ordinances, and Medical Marihuana Zoning Ordinance Overlays; and

WHEREAS, Fluresh, LLC has properly submitted a 2020-2021 new application (#MM20-012) for a new Medical Marihuana Facility Permit for 1751 W. Beecher Street, Adrian, Michigan; and

WHEREAS, the City Clerk has reviewed the new application, confirms that the required inspections have been conducted, and that the new application meets the requirements of the adopted Commercial Medical Marihuana Facilities and Adult Use Establishments Ordinance, and recommends approval of a new permit to Fluresh, LLC for 1751 W. Beecher Street.

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby approves a new Medical Marihuana Permit for Fluresh, LLC, for 1751 W. Beecher Street, Adrian, Michigan.

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

MEMORANDUM

R20-174

RE: CITY CLERK – Approval to transfer the Medical Marihuana Permits from Adrian Elite Extraction, LLC to Adrian Elite Cultivation, LLC.

RESOLUTION

WHEREAS, the Adrian City Commission has adopted a Commercial Medical Marihuana Facilities and Adult Use Establishments Ordinance, Medical Marihuana Zoning Ordinances, and Medical Marihuana Zoning Ordinance Overlays; and

WHEREAS, Adrian Elite Extraction, LLC has previously been approved in 2018 and renewed in 2019 for two (2) Class C Grow (#MMG18-010, #MMG18-011) and one (1) Processor (MMPR18-005) permits for the address at 1033 Lowe Avenue, Adrian, Michigan 49221; and

WHEREAS, Adrian Elite Extraction, LLC has submitted a new application (#MM20-013) to request the transfer of the two (2) Class C Grow and the one (1) Processor permits to the entity Adrian Elite Cultivation, LLC at 1060 Railroad Avenue, Adrian Michigan 49221; and

WHEREAS, the City Clerk has reviewed the new application, confirms that the required inspections have been conducted or the required waiver of inspections has been submitted, and that the new application meets the requirements of the adopted Commercial Medical Marihuana Facilities and Adult Use Establishments Ordinance, and recommends approval of the transfer from Adrian Elite Extractions, LLC at 1033 Lowe Avenue, Adrian Michigan 49221 to Adrian Elite Cultivation, LLC at 1060 Railroad Avenue, Adrian Michigan 49221; and

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby approves the transfer of the Medical Marihuana Permits from Adrian Elite Extractions, LLC at 1033 Lowe Avenue, Adrian Michigan 49221 to Adrian Elite Cultivation, LLC at 1060 Railroad Avenue, Adrian Michigan 49221.

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



MEMORANDUM

Date: September 21, 2020

TO: Greg Elliott, Interim City Administrator
Honorable Mayor Angela Heath
City Commissioners

FROM: Tamaris Henagan, City Attorney

SUBJECT: Limited Application Window

The City of Adrian generally accepts applications for new or renewal applicants for commercial marihuana facility permits annually at application periods and times set by resolution of the City Commission. As previously discussed in recent pre-meetings, a shift in the supply and demand of the cannabis industry, coupled with the needs of community stakeholders, gives rise to an urgency to authorize a one-time 2020 limited application period allowing an opportunity for qualified applicants to submit commercial marihuana facility permit applications.

Therefore, it is the recommendation of the City Attorney that the City Commission approve a one-time 2020 limited application period for Commercial Marihuana Facility permits, for only those types of establishments authorized by Section 46-503(a-b) of the Adrian City Code, beginning at 8:00AM October 19, 2020, until the close of business at 4:30PM on October 30, 2020.

It is further recommended that, pursuant to Sec 46-505(b)(12), additional application requirements apply to those applicants seeking approval during the 2020 limited application period.

Thank you,

Tamaris Henagan
City Attorney

RE: CITY ATTORNEY – Approval of Limited Commercial Marihuana Facility Permit Application Period**RESOLUTION**

WHEREAS, Article XI: Commercial Medical Marihuana Facilities and Adult Use Establishments establishes authority for the City of Adrian to regulate commercial medical marihuana facilities or commercial adult use establishments by requiring a permit and compliance with requirements as provided in said article, in order to maintain the public health, safety and welfare of the public; and

WHEREAS, the City of Adrian generally accepts applications for new or renewal applicants for commercial marihuana facility permits annually; and

WHEREAS, application periods and times for commercial marihuana facility permits are set by resolution of the City Commission; and

WHEREAS, based upon the recent shift in supply and demand of the cannabis industry in the State of Michigan, the city staff recognizes and supports a need for a limited application window for commercial marihuana facility permits; and

WHEREAS, it is the recommendation of City staff to approve a limited application period for Commercial Marihuana Facility permits, for only those types of establishments authorized by Section 46-503(a-b) of the Adrian City Code, beginning at 8:00AM October 19, 2020, until the close of business at 4:30PM on October 30, 2020; and

WHEREAS, it is the also the recommendation of the city staff that, pursuant to Sec 46-505(b)(12), the following additional application requirements apply to those applicants seeking approval during the 2020 limited application period:

1. Applicants must meet all requirements of Section 46-505 of the Adrian City Code.
2. If the applicant is a current permit holder, they must not have committed any violations of Article XI Chapter 46-500-514 within the last twelve (12) months and be fully compliant with all local codes at the time of application.
3. By submitting an application during the 2020 limited application period, the applicant (1) acknowledges the times constraints of Secs. 46-502(f) and 46-507(h), (2) affirms the ability to obtain a full state license within said time constraints, and (3) further accedes that no time extensions, beyond those provided for in the city code, will be given without good cause.
4. Applicants desiring to add or delete stakeholders on a current permit or transfer a current permit to a new entity must follow the transfer provision in Section 46-502 (c) & (d).
5. Any incomplete application will be denied per Section 46-507 (l).
6. An application which does not meet the above requirements will not be processed. No special exceptions will be made.

7. All applicants must sign an affidavit of understanding regarding the requirements set forth above, including acknowledgment that the \$5000.00 fee is non-refundable; and

WHEREAS, the Ordinance in Section 46-513 states the fees for the permit shall be set by Resolution of the City Commission; and

WHEREAS, the recommendation of the City staff is to establish a nonrefundable limited application period fee of \$5,000 on all types of commercial marihuana permit applications, to defray our administrative and enforcement costs as allowed in Act 281 of 2016 and of Act 1 of 2018.

NOW THEREFORE, the Adrian City Commission resolves as follows:

- I. That the limited application period for Commercial Marihuana Facility permits beginning at 8:00AM October 19, 2020 until close of business October 30, 2020 be approved.
- II. That the additional requirements for applicants seeking approval in the 2020 limited application period be approved.
- III. That the nonrefundable fee of \$5,000 be made applicable to all types of commercial marihuana permit applications, to defray our administrative and enforcement costs.

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

MEMORANDUM



TO: Honorable Mayor and City Commission

FROM: Gregory M. Elliott, AICP
Interim City Administrator/
Director of Community Development

RE: Purchase and Sale Agreement
Objectiv Growth LLC

DATE: September 17, 2020

Included in your packet is a draft purchase and sale agreement, and related approval resolution, regarding 20 acres of the Marvin Farm property north of Beecher Road. The prospective purchaser is now “offering” \$500,000 for 20 acres of the site. This is down from \$600,000 that Objectiv Growth had previously offered and which had been discussed throughout the negotiation process. The revision came today, after all material terms had already been negotiated. In my opinion, none of the revisions to the contract justify a reduction in the purchase price, and the price now proposed is in the lower range of market values for land in this area.

We have not received a signed offer to purchase, and so your approval of the draft contract would be in the nature of an offer to sell. We have left the sale price blank in the approval resolution, should you wish to counter at a higher price.

REAL ESTATE PURCHASE & SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "**Agreement**") is entered into as of September ____, 2020 (the "**Effective Date**") by and between **CITY OF ADRIAN**, a Michigan municipal corporation ("**Seller**") and **OBJECTIV GROWTH MICHIGAN LLC**, a Michigan limited liability company, on its behalf or on behalf of an affiliated entity ("**Purchaser**"). Purchaser and Seller are collectively referred to as the "**Parties**", and each a "**Party**". This Agreement shall remain effective until 3:00 p.m. Eastern time on Wednesday, September 22, 2020, when it shall expire automatically, if not accepted. Upon acceptance by Seller, this Agreement shall constitute a binding agreement.

A. Seller is the owner of certain improved real property located in the County of Lenawee, City of Adrian, Michigan, at 2610 W Beecher Rd., Adrian, MI 49221, identified as Parcel No. XA0-104-3900-01 and comprising approximately one hundred and two (102) acres (the "**Parcel**", as legally described on **Exhibit A**). Seller agrees to subdivide the Parcel into two or more subparcels, totaling approximately twenty (20) acres described as fronting W Beecher Rd., as same is depicted at **Exhibit A-1** (together with all improvements, fixtures, easements, any division rights or bonus division rights, redivision rights, hereditaments and appurtenances associated with that real estate (collectively the "**Property**").

B. The Property also currently includes the following:

1. All structures, improvements, buildings, systems, and, to the extent owned by Seller, all personalty located on or about the Parcels or used in conjunction therewith, or situated on The Parcels (collectively, the "**Improvements**").

2. To the extent assignable, all licenses, permits, approvals, certificates, rights and agreements of every type and nature, if any, with or from all boards, agencies, and departments, governmental or otherwise, relating directly or indirectly to the ownership, use, operation, occupancy, and maintenance of the Property and/or the construction of the Improvements (collectively, "**Licenses and Permits**").

3. To the extent assignable, all of Seller's rights, title, and interest in and to all agreements, if any: (i) relating to or affecting the Property and/or the Improvements, including service and maintenance contracts, warranties, and guaranties; and (ii) plans and specifications relating to the construction of any existing or proposed improvements on the Property, and all unexpired claims and sureties received by Seller in connection with the construction, improvement or equipment of or on the Property (collectively, "**Contract Rights**").

4. Seller is retaining a beneficial interest in the Property's mineral rights, subject to and only as detailed in Section 11 below.

5. Purchaser will be assigned four (4) land divisions as part of the interest it is acquiring in the property, sufficient to create four, separate parcels from the twenty (20) acres being acquired.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and of the benefits to be derived herefrom, receipt of which is severally acknowledged, Seller and Purchaser hereby agree as follows:

1. **Sale and Purchase.** On the terms and provisions hereof and for the consideration herein set forth, Seller agrees to sell, and Purchaser agrees to purchase, the Property.

2. **Purchase Price.** The purchase price for the Property shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("**Purchase Price**"), payable at the Closing, as defined in *Section 5* below, in immediately available federal wire transferred funds.

(a) If not paid prior to Closing, from the amount to be paid to Seller at Closing shall be paid all then-existing liens, mortgages, including any pre-payment penalties, and other liens and encumbrances upon the Property that are required by this Agreement to be paid simultaneously with the Closing, so that the title to the Property is free and clear of liens and encumbrances, except those expressly permitted by this Agreement as of Closing. After payment of all then-existing liens, mortgages, and other encumbrances upon the Property, the remainder of the Purchase Price shall be paid to Seller.

3. **Deposit and Default.**

(a) Deposit. Upon Seller's acceptance of this Offer and within ten (10) business days after the Effective Date, Purchaser shall deposit the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (the "**Deposit**") in escrow with the Title Company, as defined in *Section 4(b)(i)* below, acting in its capacity as Escrow Agent, as evidence of good faith and to bind this Agreement.

(b) Default by Purchaser. If Purchaser fails to consummate the Closing for any reason not permitted by this Agreement, except Seller's default, Seller shall be entitled, as Seller's sole remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement; it being agreed between the Parties that (1) the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate; and (2) the receipt of the liquidated damages shall be the sole amount received by Seller for damages and in no event shall Seller be entitled to any other damages in respect of Purchaser's default.

(c) Default by Seller. If Seller shall fail to consummate this Agreement for any reason not permitted by this Agreement, except Purchaser's default, then Purchaser shall be entitled to elect to receive, in its sole discretion: (1) the return of the Earnest Money together with accrued interest (if any); or, (2) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser.

(d) Notice of Default. If either Party shall claim that the other Party is in default under this Agreement (the "Alleged Defaulting Party"), it shall give notice to the Alleged Defaulting Party and to Title Company of such claimed default within five (5) business days after

learning of such default, or as soon as practicable if the default is learned about within five (5) days prior to the Closing. The Alleged Defaulting Party shall have ten (10) days after receipt of notice of the claimed default to either cure same or, by notice to the other Party and Title Company, dispute the claimed default. If Alleged Defaulting Party elects to cure the default, Alleged Defaulting Party shall have five business (5) days to do so and, if necessary, Closing shall be deferred until the default is cured. If Alleged Defaulting Party disputes a claim of default or fails to cure same within such five (5) day period, the party claiming the default shall proceed with its remedies hereunder. Nothing herein contained shall prohibit a party from waiving an event of default.

(e) Retention of Earnest Money. If Purchaser timely terminates this Agreement, due to its elections during the Inspection Period or as a result of a failure of any Purchaser Condition (as defined herein) or as a result of any other default by Seller, all of the Earnest Money shall be returned to Purchaser, and Seller shall have no further liability or obligation to the Purchaser.

4. **Inspection / Title / Survey.**

(a) **Inspection Period / Purchaser's Contingencies.**

(i) Not later than five (5) days after the Effective Date, Seller shall deliver to Purchaser those documents related to the Property set forth on **Exhibit B**, attached hereto and made a part hereof (collectively "**Seller's Deliverables**"). Seller shall make, as known to Seller, a true, complete, and correct delivery of such documents, to the extent such documents are in Seller's possession or control. Seller shall disclose to Purchaser any known inaccuracy presented within any Seller Deliverables; however, Purchaser acknowledges and agrees that Seller makes no representation or warranty whatsoever, express or implied, otherwise as to the accuracy of Seller's Deliverables, and Seller shall have no liability to Purchaser as a result of any unknown inaccuracy or incompleteness of any of Seller's Deliverables. Seller's Deliverables are provided as a courtesy only and Purchaser shall make and rely on its own independent due diligence investigation.

(ii) Purchaser shall have until 4:30 p.m. on the ninetieth (90th) day following the Effective Date to determine, in its sole discretion, whether to proceed with the transaction contemplated herein (such period is referred to herein as the "**Inspection Period**").

(b) **Title Insurance Commitment / Title Policy.**

(i) No later than ten (10) days following the Effective Date, Seller shall deliver to Purchaser, a title commitment (the "**Title Commitment**") covering the Property, provided by Title Connect, LLC [Renee V. Cooper, Esq., Commercial Counsel & Commercial Division Manager, 28470 W 13 Mile Road, Suite 325, Farmington Hills, MI 48334, Phone: 248.642.3256] (the "**Title Company**"), at Seller's expense. The Title Commitment shall (1) name Seller as the fee simple owner of the Property and name Purchaser as the party to be insured for coverage in an amount equal to the Purchase Price, (2) show all matters affecting record title to the Property, and (3) bind Title Company to issue, on the Closing Date, an ALTA owner's policy

of title insurance, without standard exceptions (provided that Purchaser provide the Survey), or an equivalent endorsement to an existing policy acceptable to Purchaser (the "**Title Policy**").

(ii) **Title Policy.** On the Closing Date, the Purchaser will cause the Title Company to issue to Purchaser, at Seller's expense, the Title Policy; provided that Purchaser shall be responsible for the cost of any special endorsements required by Purchaser or its lender. The Title Policy or update of the existing policy shall insure title to the Property owned by Seller in the amount described above, subject to the Permitted Exceptions. Seller shall deliver any owner's affidavits or similar documents to Title Company to facilitate the removal of the standard exceptions in the Title Policy or the update of the existing title policy.

(c) **Survey.** Seller shall provide Purchaser as part of the Seller Deliverables a copy of its existing survey of the Property, if any exists. Purchaser may, upon receipt of the Title Commitment, obtain at Purchaser's expense, and provide a copy to Seller, a current staked survey of the Property that is in form and substance acceptable to Purchaser and otherwise sufficient to delete the so called standard survey exception from the Title Commitment ("**Survey**").

(d) **Purchaser's Title / Survey Review Period.**

(i) Purchaser shall have ten (10) business days (the "**Review Period**") after the latter of its receipt of the Title Commitment, legible copies of all instruments referred to in Schedule B-1 of the Title Commitment, and the Survey to notify Seller, in writing, of any material objections (as determined in Purchaser's judgment reasonably exercised) which Purchaser may have to any matter contained in the Title Commitment or Survey. The items contained in the Title Commitment or Survey to which Purchaser does not object during the Review Period shall be deemed to be included within the "**Permitted Exceptions**", defined herein at the attached and incorporated **Exhibit C**. Seller shall have fourteen (14) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "**Cure Period**"), within which Seller may (but shall not be obligated or required to) either elect to cure or remove each such objection or obtain title insurance against such objectionable condition in a manner acceptable to Purchaser or notify Purchaser that Seller does not elect to cure (Failure by Seller to notify the Purchaser of such election shall be deemed an election by Seller not to cure).

(ii) If Seller fails either to cure or remove an objection or obtain such title insurance with respect to the Property to the reasonable satisfaction of Title Company and Purchaser prior to the expiration of the Cure Period or Seller has elected not to cure such objection, Purchaser may either terminate this Agreement without liability or waive such objection and accept the condition of such title and survey to the Property as set forth in the Title Commitment and Survey with respect to the Property, without any reduction in the Purchase Price. Failure of Purchaser to send written notice of the exercise of the election available to it pursuant to the immediately preceding sentence within fourteen (14) business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objections with respect to the Property and to accept the condition of title as set forth in the Title Commitment and Survey without reduction in the Purchase Price. In any event, Purchaser shall have approved title and Survey prior

to expiration of the Inspection Period, failing which Purchaser may terminate this Agreement as set forth in Section 4(f) below.

(e) Right of Property Inspection. During the Inspection Period, Purchaser shall have the right to make a physical inspection of the Property.

(i) If information regarding the Property is available, but not delivered as part of the Seller Deliverables, then Seller shall provide copies to Purchaser of such Property information as part of the Property Inspection (however, Purchaser shall not have the right to examine any financial books and records maintained by Seller relating to the Property).

(ii) All inspections shall occur at reasonable times and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall give Seller prior notice of the dates and times of any anticipated inspections so that those may be coordinated with Seller's operation schedule.

(iii) Without limiting the generality of the foregoing, Purchaser and Purchaser's Agents shall have the right to conduct an environmental assessment of the Property in one or more phases, including the procurement and analysis of samples of soil, groundwater, surface water, indoor air, or any other environmental medium, and any building component or other material located at the Premises. The cost of the environmental assessment shall be borne by Purchaser. Seller shall provide access and information to, and otherwise cooperate with, Purchaser and Purchaser's Agents in the environmental assessment.

(iv) If the Property is a "facility" within the meaning of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. ("Part 201"). Purchaser may, at Purchaser's expense, prepare and submit to the Michigan Department Environmental Quality ("MDEQ") a "baseline environmental assessment", pursuant to Section 26 of Part 201, MCL 324.20126. Purchaser may also, at its expense, prepare a plan ("Due Care Plan") to meet due care obligations at the Property imposed under MCL 324.20107a. Purchaser may, at its option and expense, submit the Due Care Plan to MDEQ for approval as a no further action report under Section 14d of Part 201m MCL 324.20114d, neither of which shall delay the Closing Date.

(v) Purchaser agrees to (1) promptly repair and restore the Property to the same condition as existed immediately prior to such entry for Inspection, if such entry resulted in any damage thereto; and (2) to indemnify, defend and hold harmless Seller and its administrators, partners, subsidiaries and affiliates, and each of their respective employees, officers, directors, as well as their respective successors and assigns (collectively, the "**Seller Parties**"), from and against any and all liabilities, demands, actions, causes of action, suits, claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees, court costs and litigation expenses) suffered or incurred by any of the Seller Parties as a result of any damages or injuries arising from Purchaser's inspection of the Property ("**Purchaser's Indemnity Obligations**").

(f) Right of Termination. In the event Purchaser determines that it does not wish to proceed with the Purchase for any reason, Purchaser shall have the right, prior to the expiration of the Inspection Period, if applicable as extended, to terminate this Agreement by delivery of a written notice to Seller (the "**Notice of Termination**"). Upon timely delivery by Purchaser of the Notice of Termination, this Agreement shall terminate, and the Earnest Money shall be returned to Purchaser. Within ten (10) business days of termination by either party pursuant to this Agreement, Purchaser shall return Seller's Deliverables to Seller. For the avoidance of doubt, if Purchaser fails to terminate this Agreement before the expiration of the Inspection Period (as extended pursuant to this Agreement), Purchaser shall no longer be entitled to terminate this Agreement and the parties shall proceed to the Closing in accordance with and subject to the other terms of this Agreement.

5. Closing.

(a) Time and Place. The Closing shall be held no later than thirty (30) business days from (i) the expiration or waiver of the Inspection Period and (ii) satisfaction all of the Purchaser Conditions Precedent set forth in Section 7 herein being satisfied by Seller or being waived by Purchaser. The Closing shall be conducted remotely (via prior delivery of original documentation to the Title Company, to be held in escrow for a remote closing), or at such other place as Seller and Purchaser may agree, at 11:00am on the Closing Date (either the "**Closing**"). At the Closing, Seller and Purchaser shall perform the obligations set forth herein, the performance of which obligations shall be concurrent conditions.

(b) Seller's Obligations at Closing: At Closing, Seller shall:

(i) Execute the following documents: (A) a **Warranty or Covenant Deed** [at Seller's election, provided however, that any Covenant Deed shall include an assignment of all of Seller's right, title, interest in, to any claims or causes of action accruing pursuant to any limited or general warranties in Seller's vesting deed(s) regarding such land (if any), subject only to the limitations set forth in such deed(s)] (hereinafter collectively referred to, in recordable form, in favor of Purchaser to convey and transfer the Property, substantially in the form attached hereto as **Exhibit D**; (B) if applicable, a Bill of Sale and Assignment to convey all of Seller's interest in and to the Improvements, the Licenses and Permits, and the Contract Rights, if any, owned by Seller and used or useable in connection with the operation of the Property, along with any other documents or filings necessary to lawfully transfer title to the same.

(ii) Closing Statement. Execute a Closing Statement prorations of costs and charges of the Parties under this Agreement (and as is customary in the locality for any item not addressed by this Agreement) to consummate the transaction contemplated herein.

(iii) Deliver to Purchaser copies of all, if applicable, plans and specifications pertaining to the Property in Seller's possession;

(iv) Deliver to Purchaser and Title Company executed copies of appropriate resolutions of Seller, evidencing Seller's consent to the Purchase;

(v) Provide for the discharge of any and all mortgages, liens, and other encumbrances on the Property, except those easements, rights-of-way, and other restrictions shown on the Title Commitment to which there has been no objection from Purchaser;

(c) At Closing, Purchaser shall:

(i) Pay to Seller the amount of the Purchase Price to be paid as provided above by immediately available wire transferred funds;

(ii) Deliver to Seller indemnity for all actions, costs, liabilities, and expenses of the Purchaser incurred after the Closing Date, which indemnity shall include all amounts which Purchaser is obligated to pay under this Agreement.

(d) Credits and Prorations. Matters with respect to all prorations and adjustments described in this *Section* shall be affected by increasing or decreasing, as appropriate, the amount of cash to be paid by Purchaser to Seller at Closing. The provisions of this *Section* shall survive the Closing.

6. **Closing Costs.**

(a) Seller. At Closing, Seller shall pay: (1) the fees of any counsel or other financial advisors representing Seller in connection with such transaction; (2) the cost of the owner's Title Policy; (3) taxes or other charges, if any, arising by reason of the transfer to the Property; (4) one-half of any escrow fees charged by Title Company; and (5) all recording and filing fees for the removal of any clouds upon or encumbrances to title which are required to be removed due to Purchaser's reasonable objections and which Seller has elected to remove, and all brokers fees and commission owed to any Seller-retained agent or broker, if any.

(b) Purchaser. At Closing, Purchaser shall pay: (1) all recording and filings fees for transfer of the Property; (2) the fees of any counsel, or financial adviser representing Purchaser in connection with the Purchase; (3) the fees for all third party consulting or due diligence work contracted for by Purchaser, including, but not limited to, any engineering reports and environmental site assessments; (4) any additional costs incurred for endorsements to the Title Policy requested by Purchaser, or any other additional title insurance coverage requested by Purchaser; and, (5) one-half of any escrow fees charged by Title Company.

7. **Conditions to Closing.** Each Party's obligation to proceed to and complete the Closing shall be subject to the conditions provided below:

(a) The obligation of Purchaser to close the Purchase is subject to the completion of the following conditions ("Purchaser Conditions Precedent"):

(i) Seller has reasonably cooperated with Purchaser's SPA Process, including without limitation, cooperating and executing as reasonably required applications and plans for Purchaser's Site Plan submissions to the City, and join with Purchaser in the execution

or submission of any other information customarily or reasonably required by the City for its consideration of Purchaser's SPA Process, provided that the Purchaser may not file any applications or petitions for rezoning of the Property inconsistent with the SPA Process without the Seller's prior written consent which may be withheld in its sole discretion;

(ii) Receipt of approval from the Seller of all appropriate approvals for Purchaser's intended use, including but not limited to, site plan, zoning, conditional use permits for the cultivation, processing and retail/dispensing of adult use marijuana (MRTMA) and medical marijuana (MMFLA); and

(iii) All of the representations, warranties, and covenants of Seller herein are true and correct and remain true and correct as of the Closing Date.

If any of the Purchaser's Conditions Precedent hereunder are not satisfied or waived by Purchaser in writing, then Purchaser may terminate this Agreement at any time prior to the Closing Date, or if earlier, such other date set forth in this Agreement, and receive a refund of the Purchaser's Deposit, and neither party shall have any further rights, liability or obligation except for the Purchaser's Indemnity Obligations.

(b) The obligation of Seller to close the Purchase is subject to the conditions provided below ("Seller Conditions Precedent"):

(i) All of the representations and warranties of Purchaser as provided herein are true and correct and remain true and correct as of the Closing Date and the performance by Purchaser of all of its obligations hereunder;

If any of the Seller's Conditions Precedent hereunder are not satisfied or waived by Seller in writing by the Closing Date, then Seller may terminate this Agreement and refund the Purchaser's Deposit, in which event neither party shall have any further rights, liability or obligation except for the Purchaser's Indemnity Obligations.

8. Representations and Warranties of Seller.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 8 OF THIS AGREEMENT (COLLECTIVELY, "**SELLER'S REPRESENTATIONS**"), PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS, KNOWN OR UNKNOWN, AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS, STATUTORY OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. EXCEPT FOR SELLER'S REPRESENTATIONS, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT,

EXPRESS, STATUTORY OR IMPLIED WHATSOEVER. PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN GIVEN, OR WILL BE GIVEN BEFORE THE END OF THE INSPECTION PERIOD, THE FULL OPPORTUNITY TO INSPECT AND INVESTIGATE EACH AND EVERY ASPECT OF THE PROPERTY, EITHER INDEPENDENTLY OR THROUGH AGENTS OF PURCHASER'S CHOOSING, AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF, AND PURCHASER WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS WITH RESPECT THERETO (INCLUDING SELLER'S DELIVERABLES).

(b) Notwithstanding anything contained in this *Section* to the contrary, if Purchaser discovers any material breach of or material errors or omissions in Seller's representations or warranties at any time prior to the Closing, Purchaser's sole remedy shall be to cancel and terminate this Agreement by notice to Seller upon the later of the end of the Inspection Period or five (5) business days after discovering such breach of representation or warranty and upon notifying Title Company (and/or Seller) of the termination by Purchaser, the Earnest Money (which includes money paid for extensions, if any) shall be returned to Purchaser, or to complete the purchase of the Property as provided without a reduction of the purchase price.

(c) Notwithstanding, the foregoing, as to the Property, as applicable, Seller represents and warrants to Purchaser the following as of the Effective Date, which representations, warranties, and covenants: (y) are given to the Seller's actual knowledge (as defined herein), without duty of inquiry; and (z) shall remain true as of the Closing Date, subject to changes arising in the ordinary course of business or permitted under this Agreement, provided that Purchaser shall be notified of the same, and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Purchaser does and shall continue to rely.

(i) Except as shown on the Title Commitment, Seller is the fee title owner of the Property.

(ii) Except as shown on the Title Commitment, there are no unrecorded or undisclosed legal or equitable interests in the Property owned or claimed by any party other than Seller;

(iii) There is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed, and paid for as of the Effective Date;

(iv) Except as may be set forth in the Title Commitment, there is no lease, occupancy agreement or any right whatsoever in any party to occupy the Property, or any part thereof, for which Seller does not have the authority to unilaterally terminate and such will be terminated at the time that the Leaseback Lease terminates;

(v) Seller has not received any written notice of any existing violations of any law, building code, zoning ordinance, license, or building rule or regulation affecting the Property in any material respect;

(vi) Except as set forth on the attached **Exhibit E** or in the Title Commitment, there are no contracts for any services or employment or other commitments or obligations, including the management of the Property, which will bind Purchaser as owner of the Property, and any such contracts to which Seller is a party are terminable upon not more than thirty (30) days' notice, without fee or penalty. Unless Purchaser notifies Seller that Purchaser will assume such contracts, the Seller shall either: (A) pay all amounts due under any such contracts and cause such contracts to be discharged or terminated prior to the Closing, or (B) if required under such contract, assign such contract as owner of the property.

(vii) Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws;

(viii) At or prior to the Closing, Seller shall use reasonable efforts to promptly notify Purchaser of any material change in any condition which comes to Seller's attention with respect to the Property or of any event or circumstance which makes any representation or warranty to Purchaser under this Agreement untrue or misleading;

(ix) From and after the Effective Date and through and including the Closing Date, Seller agrees to operate the Property consistent with its prior operation;

(x) Seller has obtained, or will by Closing obtain, any and all necessary approvals or resolutions authorizing Seller to sell the Property to Purchaser under the terms herein set forth; and

(xi) The Property is free and clear of all liens, pledges, encumbrances and security agreements except those which are to be discharged at the Closing of this Agreement and there are no outstanding debts or liabilities which are known, have been claimed, or of which Seller has received any type of notice outstanding against Seller or the Property except those which are currently being incurred in the ordinary course of business and which will be paid at closing or otherwise accounted for as provided herein;

9. Representations and Warranties of Purchaser. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Seller does and shall continue to rely:

(a) Purchaser is, or at the time of Closing will be, a duly organized and validly existing Michigan limited liability company;

(a) Purchaser has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;

(b) All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken;

(c) All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser;

(d) Except for the representations and warranties specifically and expressly set forth in this Agreement, Purchaser acknowledges that neither Seller nor any other person or entity acting on behalf of Seller, makes or has made any other express or implied representation or warranty to Purchaser (including, without limitation, implied warranties of merchantability and fitness for a particular purposes, any financial projections, budgets or other forward-looking financial data prepared by or furnished to it by or on behalf of the Seller) related to Seller, the Property or as to the accuracy or completeness of any information regarding Seller, the Property or any other matter, each such express or implied warranty being specifically disclaimed by Seller; and,

(e) As used in this *Section*, the representations and warranties made by and/or with respect to Purchaser under this *Section* shall be deemed to be made by and/or shall be applicable to any assignee of Purchaser's rights, duties and obligations under this Agreement.

10. **Risk of Loss.** If any loss or damage to the Property occurs before the Closing, then Purchaser may, at its sole discretion, terminate the Agreement and shall be entitled to a refund of the Deposit with no further obligation or liability to Seller.

11. **Limited Mineral Rights in Property.** Seller hereby reserves to itself the mineral rights in the Property, but only as provided in this Section.

(a) Seller is the owner of certain real property located adjacent to the Property (the "**Adjacent Property**"), and Seller's future plans for the Adjacent Property may involve exploration and production of the Adjacent Property's mineral rights, including without limitation, drilling, or operations or rights involving the surface or subsurface drilling, or other operations of any kind to explore, extract or in any manner produce the mineral rights of the Adjacent Property (collectively the "**Mineral Rights Use**"). Seller, for itself and any successor in interest to the Adjacent Property (as used herein a "**Mineral Rights User**"), hereby agrees to limit Mineral Rights User's use of the Adjacent Parcel, including without limitation, any Mineral Rights Use, as follows:

(i) Any Mineral Rights Use shall only be conducted in a manner so as not to adversely impact the Property, or any activity conducted thereon;

(ii) Non-Development / Prohibition. The Property's Mineral Rights shall not be explored or in any manner produced as part of the Mineral Right Use. Mineral Rights User shall not enter upon or in any way disturb the Property, including without limitation, surface of the land of the Property, and/or access to the Property.

(iii) Scope of Mineral Rights Use. Without Purchaser's prior written consent to location, no activities constituting Mineral Rights Use shall be conducted within 400

feet of any Property. Each Mineral Rights Site, and its point of access, shall be fenced and locked, or as appropriate, the point of ingress to each Mineral Rights Use site roadway shall be gated and locked. Any Mineral Rights Use involving seismic exploration activities likely to cause damage to the Property shall also be subject to Purchaser's prior written approval as to location. Such approvals shall not be unreasonably withheld, so long as such activities would not materially interfere with Purchaser's use of the Property, as determined by Purchaser's discretion. Mineral Rights User shall give Purchaser prior written notice before undertaking any Mineral Rights Use, irrespective of whether the same require prior approval as provided above. The notice shall specify the types, locations and approximate dates for such activities.

(iv) Mineral Rights User's right to use water from the Adjacent Property is limited to wells drilled by Mineral Rights User and such use shall not diminish the volume of water to a level that adversely impacts the Property or any activity conducted thereon. Prior to commencing drilling on the Adjacent Property, Mineral Rights User shall at its expense sample each of Purchaser's water wells, if any, and test the water for potability in accordance with current County Health Department guidelines in order to establish a baseline for pre-drilling water quality. Purchaser shall cooperate by providing reasonable access for such testing and Mineral Rights User shall promptly provide to Purchaser a copy of the test results.

(b) Safeguards for the Property.

(i) Damage to Property. Notwithstanding anything to the contrary in this Agreement, Mineral Rights User agrees to pay Purchaser the actual damage incurred by Purchaser proximately caused by any Mineral Rights Use on the Adjacent Property within thirty (30) days following the date of such damage to the Property.

(ii) Liability for Mineral Rights Use. Mineral Rights User shall be liable, and Purchaser shall not be responsible nor liable, for any losses, actions, claims, liability, damages, and expenses as a result of any claims by any person as a result of Mineral Rights User's Mineral Rights Use, or any action which may arise in connection with any damage to any person, property or legal entity caused or contributed to by MRU. MRU shall indemnify, or in any other available manner, hold Purchaser harmless and, at Purchaser's option, defend Purchaser, from any: (A) such losses, actions, claims, liability, damages and expenses and reasonable attorney's fees to defend against the same; and (B) losses, liability, damages, expenses and reasonable attorney's fees suffered by Purchaser as the result of MRU's breach of any of MRU's obligations under this Mineral Rights section.

(iii) Available Relief. Purchaser's rights under this section are intrinsic to the value of the Property. Purchaser may enforce such rights in the appropriate court of law or equity with appropriate jurisdiction to seek, without limitation, an injunction, specific performance or other equitable relief, in addition to legal damages.

(c) Legal Compliance. MRU agrees to abide by all current and future laws, ordinances, rules and regulations of the State of Michigan and the United States of America governing mineral rights development and production in the State of Michigan. MRU shall take all reasonable precautions in its operations of the Adjacent Property to prevent pollution of the land, air and water within the Adjacent Property, including without limitation all underground fresh water zones.

12. **Miscellaneous.**

(a) Confidentiality. Information obtained by a Party, or their agents, employees, or contractors (collectively the "**Parties' Agents**", each a "**Party's Agent**") from a Party or by reason of any inspection of the Property, (excluding, however, the existence of this Agreement and its terms), any data, surveys, written reports, field notes, plans, and drawings resulting from any inspection, survey, plans submitted, tests or other inquiry (collectively, "**Confidential Information**"), shall be held strictly confidential by the Parties and the Parties' Agents, subject only to mandatory disclosure pursuant to legal process, or except to the limited extent that disclosure is required in connection with the purchase contemplated hereunder, or services rendered by a Party's Agent to a Party, including, without limitation, to lenders, engineers, property inspectors, governmental officials in connection with rezoning, special use approval, site plan approval, and the like, and all attorneys or other professionals involved in the transaction (all of whom shall be advised of this provision and shall be instructed to abide to the fullest extent permitted while rendering their services for a Party). The obligations of the Parties under this subsection shall survive the Closing and any termination of this Agreement.

(b) Assignment. Purchaser may assign its rights, duties, and obligations under this Agreement to an affiliated entity without the prior written consent of Seller, provided that Purchaser shall provide written notice to Seller of such assignment, but shall remain liable for the obligations of Purchaser hereunder.

(c) Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.

(e) Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

(f) Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.

(g) Entire Agreement. This Agreement, including the exhibits, contains the entire agreement between the Parties pertaining to the Purchase and fully supersedes all prior agreements and understandings between the Parties pertaining to the Purchase.

(h) Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other actions, whether prior

or subsequent to any Closing, as may be reasonably requested by any other Party to consummate more effectively the Purchase.

(i) Attorney Fees. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the Purchase, the parties shall bear their own attorney and accountants' fees.

(j) Counterparts. This Agreement may be executed in several counterparts, may be evidenced by signatures received via email, facsimile, or other electronic means, and such signatures shall have the same force and effect as original signatures on this document. It shall be necessary to account for only one such counterpart in proving this Agreement.

(k) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this Agreement shall nonetheless remain in full force and effect.

(l) Applicable Law. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Lenawee County, Michigan.

(m) Brokers' Fees. Neither Party is represented by a broker nor liable for any broker fees.

(n) No Third Party Beneficiary. The provisions of this Agreement and the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

(o) Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection.

(p) Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments.

(q) Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated to survive the termination of this Agreement.

(r) Notices. Any notice pursuant to this Agreement shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States registered or certified mail, return receipt requested, postage prepaid, or (4) email or facsimile

transmission (provided that the receipt of such email or facsimile transmission is confirmed), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this *Section*, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this *Section*, or, in the case of telegram or facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Attn: _____

Email: _____

With a copy to:

Attn: _____

Email: _____

If to Purchaser:

Objectiv Growth Michigan LLC
Attn. Clark Orthwein
c/o Robert Hendricks
1500 Ottawa NW, Suite 1500
Grand Rapids, MI 49503
Email: clarko@objectiv.com

With a copy to:

Robert J. Nolan
Warner, Norcross & Judd, LLP
1500 Ottawa, NW, Ste. 1500
Grand Rapids, MI 49503
Email: Rnolan@wnj.com

Balance of page intentionally blank / signature page follows

Seller and Purchaser have signed or caused this Real Estate Purchase & Sale Agreement to be signed by their duly authorized representatives as of the Effective Date.

SELLER:

CITY OF ADRIAN, a Michigan municipal corporation,

By: _____

Print Name: _____

Its: _____

[Signatures Continue on Following Page]

[Signatures Continued from Previous Page]

PURCHASER:

OBJECTIV GROWTH MICHIGAN LLC,
a Michigan limited liability company

By: _____

Clark Orthwein

Its: Member

Exhibits:

Exhibit A / A-1: Legal Description / Depiction

Exhibit B: Seller's Deliverables

Exhibit C: Permitted Exceptions

Exhibit D: Warranty Deed

Exhibit E: Contracts Binding Purchaser

EXHIBIT A / A-1

Property

Real Property situated in the County of Lenawee, City of Adrian, Michigan and described as follows:

ALL THAT PART OF SW 1/4 SEC 4 & NW FRL 1/4 SEC 4 T7S-R3E COMM AT S 1/4 COR SEC4 TH N 86 DEG 53'20"W 595 FT FOR POB RUNN TH N 86 DEG 53'20"W 100 FT TH N 3 DEG 17'28"E 350 FT TH N 86 DEG 53'20"W 637.34 FT TO W LI OF E 1/2 OF SW 1/4 SEC 4 TH N 3 DEG 9'40"E 2297.91 FT TH N 87 DEEG 11'11"W 365.99 FT TH N 3 DEG 38'0"E 785.65 FT TH S 85 DEG 25'29"E 221.48 FT TH N 3 DEG 41'0"E 50 FT TO N LI FRL SEC 4 TH S 85 DEG 25'29"E 1476.66 FT TO N 1/4 COR SEC 4 TH S 3 DEG 14'1"W 783.38 FT TH S 3 DEG 17'28"W 2354.87 TH N 86 DEG 53'20"W 250 FT TH N 3 DEG 17'28"E 50 FT TH N 86 DEG 53'20"W 345 FT TH S 3 DEG 17'28"W 350 FT TO POB CONT 102.97 ACRES

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Property Address: 2610 W Beecher Road
Adrian, Michigan 49221

Tax Parcel No.: XA0-104-3900-01

Depiction Follows at Ex. A-1

EXHIBIT A-1 / Depiction

2610 W BEECHER RD ADRIAN, MI 49221 (Property Address)

Parcel Number: XA0-104-3900-01

Property Owner: CITY OF ADRIAN

Summary Information

> Assessed Value: \$255,500 | Taxable Value: \$255,500

Owner and Taxpayer Information

Owner	CITY OF ADRIAN 135 E MAUMEE ST ADRIAN, MI 49221-2703	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2020

Property Class	402 -RESIDENTIAL – VACANT	Unit	XA0 CITY OF ADRIAN
School District	ADRIAN CITY SCHOOL DISTRICT	Assessed Value	\$255,500
MAP #	No Data to Display	Taxable Value	\$255,500
RENTAL UNITS	0	State Equalized Value	\$255,500
ASSESSMENT	Not Available	Date of Last Name Change	09/13/2016
NE ZONE #	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
UNIT#	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 02/27/2004

Qualified Agricultural	June 1st	Final
2020	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2019	\$255,500	\$255,500	\$255,500
2018	\$255,500	\$255,500	\$255,500
2017	\$255,500	\$255,500	\$255,500

Land Information

Zoning Code	B-2	Total Acres	102.630
Land Value	\$511,000	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WEST OF 223	Mortgage Code	
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	1,476.66 ft	783.38 ft
Lot 2	1,082.34 ft	2,297.91 ft
Lot 3	250.00 ft	2,354.87 ft
Total Frontage: 2,809.00 ft		Average Depth: 1,812.05 ft

Legal Description

ALL THAT PART OF SW 1/4 SEC 4 & NW FRL 1/4 SEC 4 T7S-R3E COMM AT S 1/4 COR SEC4 TH N 86 DEG 53'20"W 595 FT FOR POB RUNN TH N 86 DEG 53'20"W 100 FT TH N 3 DEG 17'28"E 350 FT TH N 86 DEG 53'20"W 637.34 FT TO W LI OF E 1/2 OF SW 1/4 SEC 4 TH N 3 DEG 9'40"E 2297.91 FT TH N 87 DEEG 11'11"W 365.99 FT TH N 3 DEG 38'0"E 785.65 FT TH S 85 DEG 25'29"E 221.48 FT TH N 3 DEG 41'0"E 50 FT TO N LI FRL SEC 4 TH S 85 DEG 25'29"E 1476.66 FT TO N 1/4 COR SEC 4 TH S 3 DEG 14'1"W 783.38 FT TH S 3 DEG 17'28"W 2354.87 TH N 86 DEG 53'20"W 250 FT TH N 3 DEG 17'28"E 50 FT TH N 86 DEG 53'20"W 345 FT TH S 3 DEG 17'28"W 350 FT TO POB CONT 102.97 ACRES SPLIT ON 12/27/2003 INTO XA0-104-3910-00, XA0-104-3925-00, XA0-104-3950-00, XA0-104-3900-01; SPLIT ON 12/27/2003 FROM XA0-104-3900-00;

Date of Last Split/Combine	12/27/2003	Number of Splits Left	2
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	12/27/2003	Unallocated Div.s Transferred	0
Acreage of Parent	109.19	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	XA0-104-3900-00		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
06/01/2017	\$0.00	OTH	CITY OF ADRIAN	TITUS TILE DRAIN	AFFIDAVIT	2547-0112
05/23/2003	\$1,256,000.00	WD	MARVIN, WM, JAMES, JOHN JR ETAL	CITY OF ADRIAN	WARRANTY DEED	2160-258
07/01/1998	\$0.00	QC	MARVIN, EMMA MRS.ESTATE	MARVIN, WM, JAMES, JOHN JR ETAL	QUIT CLAIM DEED	2160-256

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Exhibit A-1

Parcel No XA0-104-3900-01

File No XA0-104-3900-01

SUBJECT

Property Address 2610 W BEECHER RD

City ADRIAN

County LENAWEE

State MI

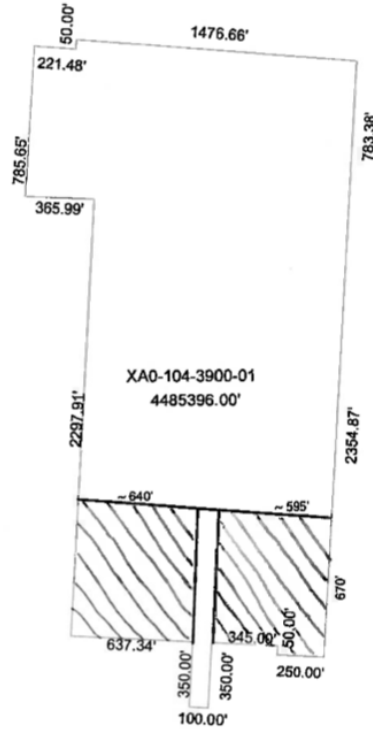
Zip 49221

Owner CITY OF ADRIAN

Client

Appraiser Name

IMPROVEMENTS SKETCH



Property
(20 acres)

drawing not scale

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
LAND	XA0-104-3900-01	1.00	4485395.78	10418.3	4485395.78

EXHIBIT B

Seller's Deliverables

1. A current commitment for title insurance including copies of any exception documents;
2. Copies of all Property construction, environmental, zoning, restrictive covenant documents and engineering reports in Seller's possession, if any, including any occupancy permits for all Tenant, licenses and agreements with governmental jurisdictions to the extent presently available;
3. Copies of all contracts with the parties providing services or property to the Property, or otherwise affecting or relating to the Property;
4. Copies of any notices and any other correspondence or information which have been received from third parties, or insurance companies during the past two years with regard to violations, complaints, and/or claims with respect to the Property;
5. Zoning, building, health or environmental written notices received from any governmental authority with jurisdiction over the Property, including, but not limited to, written notices of violations of zoning, building, health or environmental laws, rules or regulations, if any;
6. Copies of any appraisals of the property in Seller's possession.

EXHIBIT C

Permitted Exceptions

Permitted Exceptions means the following exceptions:

1. Exceptions to title to which Purchaser does not object in accordance with the terms of this Agreement or to which objection was made by Purchaser but waived as provided herein;
2. Any matters which are disclosed on any survey accepted by Purchaser to which Purchaser does not object or to which objection was made by Purchaser but waived as provided herein;
3. The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway purposes;
4. Taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of the Closing Date (subject to proration as provided elsewhere in this Agreement); and
5. Any liens or other matters arising solely from Purchaser's inspections of the Property.

[TO BE REVISED AS NEEDED UPON RECEIPT OF TITLE COMMITMENT]

EXHIBIT D

Warranty or Covenant¹ Deed

THE GRANTOR: CITY OF ADRIAN, a Michigan municipal corporation,

WHOSE ADDRESS IS: 135 E Maumee Street
Adrian, Michigan 49221,

CONVEYS AND WARRANTS
TO THE GRANTEE: OBJECTIV GROWTH MICHIGAN, LLC, a
Michigan limited liability company,

WHOSE ADDRESS IS: c/o Robert Hendricks
1500 Ottawa NW, Suite 1500
Grand Rapids, Michigan 49503

the real estate situated in the City of Adrian, County of Lenawee, State of Michigan, and more fully described on **Exhibit A** attached to this Deed, together with all structures, improvements, buildings, systems, fixtures, easements, hereditaments, and appurtenances associated with the real estate ("**Property**"), subject only to those matters described on **Exhibit B** attached to this Deed.

This Deed is given for the consideration set forth in the Real Estate Transfer Tax Valuation Affidavit filed with this Deed.

The Grantor grants to the Grantee the right to make four division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended ("**Act**"). . The Grantor intends to transfer to the Grantee the right to make four divisions and redivisions of the Property under the Act.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

¹ See Section 5(b)(i) requirement that any Covenant Deed shall include an assignment of all of Seller's right, title, interest in, to any claims or causes of action accruing pursuant to any limited or general warranties in Seller's vesting deed(s) regarding such land (if any).

Dated: _____, 2020.

CITY OF ADRIAN, a Michigan municipal
corporation,

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2020 by _____, the _____
_____ of CITY OF ADRIAN, a Michigan municipal corporation.

Print Name: _____

Notary public, State of _____, County of _____

My commission expires _____

Acting in the County of _____

PREPARED BY AND RETURN TO:

Robert J. Nolan
WARNER NORCROSS + JUDD LLP
1500 Warner Building
1500 Ottawa Avenue NW
Grand Rapids, Michigan 49503
Telephone: (616) 752-2000

EXHIBIT E

Contracts Binding Purchaser

[SELLER TO DELVER COPIES OF ANY AND ALL CONTRACTS]

188156.188156 #20649219-2

RE: ADMINISTRATION – Approve the Sale of Property & Purchase Agreement with OBJECTIV GROWTH MICHIGAN LLC

RESOLUTION

WHEREAS, the City of Adrian is the owner of certain real property located on the north side of W. Beecher Road, east of Sand Creek Highway, being tax parcel XA0-104-3900-01, commonly known as 2610 W. Beecher St. and referred to as the "Marvin Farm;" and

WHEREAS, while the City has owned the Marvin Farm for a number of years, it has not been successful in marketing or developing that property to date; and

WHEREAS, OBJECTIV GROWTH MICHIGAN LLC has submitted a proposed purchase agreement for the purchase of 20 acres of the above referenced property, as described therein.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the Purchase and Sale Agreement with OBJECTIV GROWTH MICHIGAN, LLC for the purchase of 20 acres of real property located on the north side of W. Beecher Road, east of Sand Creek Highway, being a portion of tax parcel XA0-104-3900-01, commonly known as 2610 W. Beecher St., referred to as the "Marvin Farm," for _____ Dollars (\$_____), said agreement to be in substantially the form reviewed by the City Commission on this date, subject to final approval of the form of said contract by the City Administrator and City Attorney, and authorizes the Mayor and City Clerk to execute said Purchase Agreement, warranty deed, and any other necessary closing documents on behalf of the City.

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

RE: Administration – Acceptance of Donations for Extension of Kiwanis Trail and Authorization to Construction of the Same

RESOLUTION

WHEREAS, a private donation in the amount of \$40,000.00 from the Kiwanis Club of Adrian and \$160,000 from Schwab Charitable, on behalf of anonymous donors, for use by the City in facilitating the extension of the Kiwanis Trail, east from Main Street to Division Street (the "East Side Extension"); and

WHEREAS, these funds, combined with \$40,000 from the Oil & Gas Royalty Trust previously approved by the City Commission, will be used to construct the East Side Extension; and

WHEREAS the funds will be receipted into the General Fund-Parks & Forestry Donation Account (101-990.00-675.000); and

WHEREAS the City Administrator recommends approval of this resolution accepting the subject donation and allocation of \$240,000.00 to the Capital Improvement – Kiwanis Trail Ext. Account (101-697.00-975.215) to provide funding for the East Side Extension; and

WHEREAS, the City Administrator also recommends that, because the donors have already done their due diligence and determined that Slusarski Excavating & Paving Inc. is the most reasonable, qualified party to undertake construction of the East Side Extension, that the City Commission waive the bid process and authorize the City Administrator to enter into a contract for the work, in a form approved by the City Attorney.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acceptance of the generous donation in the amount of \$40,000.00 from the Kiwanis Club of Adrian and \$160,000 from Schwab Charitable, on behalf of anonymous donors, for the East Side Extension.

BE IT FURTHER RESOLVED that the City Commission waives the bid process and authorizes the City Administrator to enter into a contract in the amount of \$240,000, in a form acceptable to the City Attorney, with Slusarski Excavating & Paving Inc. for construction of the East Side Extension.

BE IT FURTHER RESOLVED that the FY 2020-21 Budget be amended as follows:

Revenues:

101-990.00-676.703	Contribution – Oil Trust	\$40,000
101-990.00-675.000	Donations – Private	\$200,000

Expenditures:

101-697.00-975.215	Capital Improvement – Kiwanis Trail Ext.	\$240,000
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On motion by Commissioner _____, Seconded by Commissioner _____, this Resolution was adopted by a _____ vote.

September 21, 2020

R20-178

RE: Community Development – Acceptance of Donation and Authorization of Contract for Demolition – 439 Frank St.

RESOLUTION

WHEREAS, a private donation in the amount of \$7,007.00 from Restore World Church has been offered for use by the City to demolish the burned structure at 439 Frank Street, which property the church is in the processing of buying; and

WHEREAS, these funds, combined with \$5,703.00 in fire bond proceeds being held by the City Treasurer will be used to demolish and clean up the burned structure on this site; and

WHEREAS the donor has previously bid the work and determined that Slusarski Excavating & Paving Inc. is the most reasonable, qualified party to undertake the demolition and clean up; and

WHEREAS, funds from Restore World Church will be receipted into the Donations – Private Account (101-990.00-675.); and

WHEREAS the City Administrator recommends approval of this resolution accepting the subject donation and allocation of \$12,710.00 to the Contract Services Account (101-836.00-801.000) to provide funding for the work; and

WHEREAS, the City Administrator also recommends that, because the donors have already done their due diligence and determined that Slusarski Excavating & Paving Inc. is the most reasonable, qualified party to undertake the work, that the City Commission waive the bid process and authorize the City Administrator to enter into a contract for the work, in a form approved by the City Attorney.

NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the acceptance of the generous donation in the amount of \$7,007.00 from Restore World Church.

BE IT FURTHER RESOLVED that the City Commission waives the bid process and authorizes the City Administrator to enter into a contract in the amount of \$12,710.00, in a form acceptable to the City Attorney, with Slusarski Excavating & Paving Inc. for the demolition and clean-up of 439 Frank St..

BE IT FURTHER RESOLVED that the FY 2020-21 Budget be amended as follows:

Revenues:

101-990.00-676.701	Contribution - Trust	\$5,703
101-990.00-675.000	Donations - Private	\$7,007

Expenditures:

101-836.00-801.000	Contract Services	\$12,710
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On motion by Commissioner _____, Seconded by
Commissioner _____, this Resolution was adopted by a
_____ vote.



MISCELLANEOUS



ADRIAN FIRE DEPARTMENT

Monthly Report – August 2020

Monthly Response Totals

Type	Number of Responses	Y-T-D (to August-31)	Total Responses August, 2020
Fire	5	39	372
EMS	319	2578	
Hazardous Condition	5	46	
Service Call	32	249	
Good Intent	11	97	
False Alarm	10	64	
Severe Weather	0	0	
Special Incident	0	19	
		3,090	

August 2019 Response Total

404

Fire = All type of fires Building Fires: 1 YTD: 12 Estimated Dollar Loss (August): \$50,500

- ❖ Rescue & EMS = extrication, motor vehicle crash and all medical calls
- ❖ Hazardous Condition Examples = fluid leaks, natural gas leaks and carbon monoxide incident
- ❖ Service Call = Station move-ups, illegal burning and smoke or odor removal
- ❖ Good Intent = cancelled in-route, no incident and authorized burning
- ❖ Severe Weather = Trees / Wires down and severe weather standby

Ambulance Monthly Income

Period			Net Payments	Transports	Transports Billed
1	January	2020	\$86,829.58	262	306
2	February	2020	\$82,335.95	283	227
3	March	2020	\$81,652.10	245	319
4	April	2020	❖ \$107,120.77	176	225
5	May	2020	\$62,410.76	190	265
6	June	2020	\$62,641.79	218	214
7	July	2020	\$59,341.38	242	240
8	August	2020	\$70,116.86	220	220
9	September	2019	\$69,518.82	259	257
10	October	2019	\$91,664.46	271	350
11	November	2019	\$77,832.41	239	262
12	December	2019	\$88,759.82	278	285
Grand Total			\$940,224.70	2883	3048
Average / Month			\$78,352.06	240	254

- ❖ This includes a payment of \$28,994.89 of CARES act funding given to ambulance services to help offset loss of revenue and increased expenses during the COVID pandemic.



Criminal Justice Report August 2020

To: Criminal Justice Committee

Date: September 2, 2020

Approved By: R. Burke Castleberry, Jr., Prosecuting Attorney

Criminal Cases

Adult Warrant Requests	Juvenile Petition Requests	Felonies Authorized	Misdemeanors Authorized	Juvenile Petitions Authorized
249	12	48	113	11

Reports attached.

Victim's Rights

Felony Cases	Misdemeanor Cases	Juvenile Cases	Percentage of Victims Exercising Rights	Compensation Claims
54	31	2	61%	12

Reports attached.

Other Activity *(new cases)*

PPO Violations	Abuse/Neglect Matters	Special Prosecutor Assignments	Appeals	Driver License Restorations
3	2	1	37	0

Civil Infractions	Forfeitures	Welfare Fraud – Review	Welfare Fraud – Prosecution
8	0	0	0

Extraditions/Inter-State Agreement Detainers/Prison Cases

Jail Extraditions	Prison Extraditions	IAD's	Prison Cases
0	1	0	0

Economic Crimes Unit - Please see detailed report attached

Open/Pending Cases in Diversion	Completed Diversion	Merchant Fees/Restitution Collected	Diversion Fees Collected
85	19	\$4,707.84	\$5,010.00

WARRANTS REQUESTED by AGENCY

LENAWEE County

Adult 3.0

08/01/2020 - 08/31/2020

Run Date: 09/02/2020

Agency	Name	Warrants		Total	Percentage
		Fel.	Misd.		
00M14	MICHIGAN STATE POLICE POST 14	20	30	50	20.08 %
46ACTP	ADRIAN CHARTER TWP. POLICE DEP	0	7	7	2.81 %
46APD	ADRIAN POLICE DEPARTMENT	35	46	81	32.53 %
46BPD	BLISSFIELD VILLAGE POLICE DEPT	0	2	2	0.80 %
46CBD	CAMBRIDGE TWP. POLICE DEPT.	3	1	4	1.61 %
46CTPD	COLUMBIA TOWNSHIP POLICE DEPA	0	2	2	0.80 %
46CVPD	CLINTON VILLAGE POLICE DEPT.	0	8	8	3.21 %
46DNR	LENAWEE DEPT. OF NATURAL RESOU	0	3	3	1.20 %
46HPD	HUDSON POLICE DEPARTMENT	1	2	3	1.20 %
46LCSD	LENAWEE COUNTY SHERIFF DEPT.	9	40	49	19.68 %
46MPD	MORENCI POLICE DEPARTMENT	0	4	4	1.61 %
46MT	MADISON TWP. POLICE DEPT.	3	14	17	6.83 %
46RTPS	RAISIN TOWNSHIP POLICE DEPT	0	7	7	2.81 %
46TPD	TECUMSEH POLICE DEPARTMENT	3	8	11	4.42 %
58MCPD	MONROE CITY POLICE DEPARTMENT	1	0	1	0.40 %
Grand Total:		75	174	249	100.00 %
Report Criteria: A Case Request Date within the input date range, Case Class equals ["M", "F", "H"] and the Case Agency cannot be blank.					



Program Report

Crime Victim Rights Grant; Lenawee County Prosecuting Attorney

Instructions: The Program Report is due in the Crime Victims Services Commission no later than 30 days following the end of the report period. Failure to submit this report by the due date will cause the Crime Victim Services Commission to withhold the release of funds.

Grantee Lenawee County Prosecuting Attorney	Control Number	Project Title Crime Victims Rights Grant
Project Period	Reporting Period 08/01/2020 - 08/31/2020	Date Due 30 days from end of Reporting Period
Project Director	Title	Telephone

PROGRAM INFORMATION

Provide the number of new cases (warrants authorized) during this reporting period in which a victim is eligible to exercise Crime Victim Rights.

Felony	54
Juvenile	2
Misdemeanor	31
Total	87

Provide the percentage of cases in which crime victims chose to exercise Crime Victim Rights during this reporting period.	61 %
--	------

Provide the number of injured victims personally assisted with Crime Victims Compensation claims during this reporting period.	12
--	----

Note: This item is required for the April to June reporting period only.

Without using personal names (or other information which may compromise a victim's right of personal privacy), please give a short synopsis of a recent case explaining how the provision of rights to a specific crime victim was accomplished. Describe if services for the victim provided a significant benefit to the outcome of the case, or to the satisfaction with the disposition, or to the victim's recovery from the crime. Please explain how this occurred.

By authority of PA 196 of 1989, completion of this form is mandatory to receive funding. This form must be submitted in accordance with grant terms and conditions.

Submission: Submit this report 30 days after the end of each quarter to the Crime Victim Services Commission at <https://sigma2web.mdch.state.mi.us/sigma2/Login2.aspx?APPTHEME=MICVSC>



Economic Crimes Unit

R. Burke Castleberry, Jr., *Prosecuting Attorney*
Robert W. Wendt, *Investigator* PH: 517-264-4642

Fax: 517-265-9314

425 N. Main St., Adrian, MI 49221
Email: ecu@lenawee.mi.us

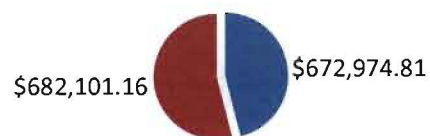
ECU and ERU Monthly Report - August 2020

TOTAL	11	85	19
<i>Case Types</i>	<i>New Cases for the Month</i>	<i>Pending Cases for the Month</i>	<i>Closed cases for the Month</i>
Bad Checks	1	19	3
Retail Fraud	4	27	12
Library / Rental	0	21	0
DHS	0	7	0
Other	6	11	4
EFT	0	0	0

TYPE OF RECOVERY	MONTHLY	YTD	OVERALL TOTAL	GENERAL FUND TOTAL
Diversion Fee GENERAL FUND	\$5,010.00	\$40,327.00	\$397,026.58	\$672,974.81
Jail Recovery GENERAL FUND	\$4,317.20	\$58,319.70	\$275,948.23	
Recovered and Returned to Victims and Merchants	\$4,707.84	\$45,180.29	\$682,101.16	

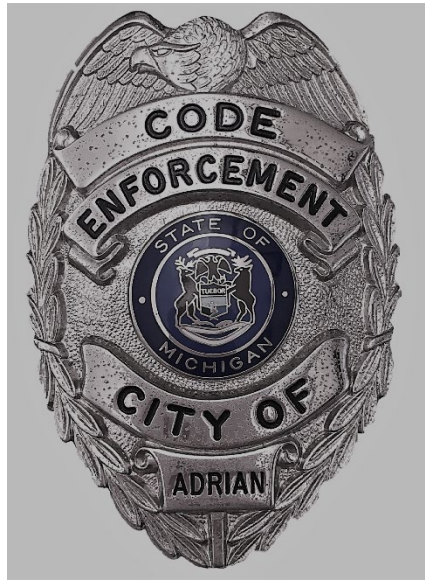
Revenue versus Recovered Funds

■ General Fund Revenue ■ Recovered/Returned to Victims and Merchants



ECU was *est.* in April of 2014 and the Jail Recovery or ERU was *est.* in January of 2016.

CODE ENFORCEMENT REPORT – AUGUST 2020



	August	Year to date
Attractive Nuisance	0	00
Blight	10	00
Municipal code	1	00
Property Maintenance	11	00
Rental Inspections	1	311
Trash Violations	18	00
Snow & ice removal	0	02
Weed Violations	26	151
Zoning Violations	3	08

*Note: All enforcement violations require, at minimum a Final inspection and sometimes one or more follow-up inspections. Those totals are not included in the numbers above as they fall under the original enforcement and are not categorized separately for reporting purposes. Rental inspections were stopped in March as well as all enforcements.

ADRIAN DIAL-A-RIDE

TO: GREG ELLIOTT, INTERIM CITY ADMINISTRATOR
 FROM: MARCIA M. BOHANNON, TRANSPORTATION COORDINATOR

ADRIAN D.A.R.T. PASSENGER RIDERSHIP REPORT FOR AUGUST 2020

WEEK END:	AUG 7	AUG 14	AUG 21	AUG 28	AUG 31	TOTAL
MONDAY	116	106	115	108	104	549
TUESDAY	100	84	113	116	0	413
WEDNESDAY	126	104	95	99	0	424
THURSDAY	107	111	91	106	0	415
FRIDAY	96	92	103	114	0	405
	545	497	517	543	104	2206

SERVICE DAYS	AUG 2020 (21)	AUG 2019 (22)	+/-	JUL 2020 (22)
SENIORS	472	818	-346	468
HD CP SENIORS	444	1040	-596	573
HANDICAPPED	950	2502	-1552	1002
WHEELCHAIRS **	176	384	-208	218
GENERAL	340	967	-627	259
	2206	5327	-3121	2302

	2018	2019	2020	2018-2019	2019-2020
SEPTEMBER	2018	4157	2019	4981	20%
OCTOBER	2018	4990	2019	5837	17%
NOVEMBER	2018	4775	2019	4892	2%
DECEMBER	2018	4533	2019	4931	9%
JANUARY	2019	4396	2020	5505	25%
FEBRUARY	2019	4836	2020	4780	-1%
MARCH	2019	5434	2020	3769	-31%
APRIL	2019	5247	2020	1328	-75%
MAY	2019	5514	2020	1417	-74%
JUNE	2019	4877	2020	2027	-58%
JULY	2019	5327	2020	2302	-57%
AUGUST	2019	5327	2020	2206	-59%
		59413		43975	-26%

** WHEELCHAIR TOTALS ARE INCLUDED IN HANDICAPPED PASSENGER TOTALS

Departmental Report

21-Sep-20

	AUGUST 2020	JULY 2020	AUGUST 2019	JULY 2019	YEAR-TO-DATE 2020	YEAR-TO-DATE 2019
POLICE DEPARTMENT						
Complaints Answered	1,112	1,039	1,683	1,569	8,981	10,683
VIOLATIONS						
Moving Citations	25	22	66	46	304	505
3-6 am Parking Tickets	3	7	181	37	613	417
Non-Moving Citations	-	-	-	-	-	-
Downtown Parking Tickets	-	-	-	-	-	-
TOTAL VIOLATIONS	28	29	247	83	917	922
ARRESTS	95	110	102	98	590	861
FIRE DEPARTMENT (See M-3)						
INSPECTION DEPARTMENT						
Building Permits	35	31	33	20	166	206
Electrical Permits	32	38	25	21	167	250
Fire Alarm	0	0	0	0	0	0
Mechanical Permits	22	45	19	13	171	141
Plan Review	0	2	0	0	6	6
Plumbing Permits	14	10	10	11	72	75
Sidewalk Permits	0	0	0	1	0	1
Sign Permits	4	7	0	0	30	15
Temporary Sign Permits	1	0	0	0	3	1
Rezoning Permits	0	0	0	0	0	0
Roofing	0	0	2	0	2	5
Site Plan	0	0	7	1	3	8
Variance	0	0	0	0	0	0
Zoning Compliance Permit	9	17	15	9	60	56
Zoning Exception Permits	0	0	3	2	5	6
TOTAL PERMITS	117	150	114	78	685	770
PARKING SYSTEM						
Lot Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Revenue	\$ 24	\$ 24	\$ 22	\$ 22	\$ 183	\$ 164
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contrib Other Funds	\$ 12,083	\$ 12,083	\$ 12,083	\$ 12,083	\$ 96,664	\$ 96,664
Parking Assess	\$ -	\$ -	\$ -	\$ -	\$ 957	\$ 6,054
TOTAL REVENUE	\$ 12,107	\$ 12,107	\$ 12,105	\$ 12,105	\$ 97,804	\$ 102,882
WASTE WATER DEPARTMENT						
M. G. Pumped	128.048	125.578	135.832	137.896	1,293.599	1,464.867
Cost of Plant Operation	\$ 98,823	\$ 107,991	\$ 112,119	\$ 147,615	\$ 905,174	\$ 938,914
WATER DEPARTMENT						
M. G. Pumped	93.557	95.189	92.565	94.756	668.438	669.635
Number of Customers	6246	6241	6230	6198		
Classification of Water Sales and Revenue						
<i>Revenue</i>	Industrial	Commercial	Residential	Other	Total	
	\$ 49,182	\$ 140,770	\$ 167,925	\$ 87,532	\$ 445,409	

CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES of the August 12, 2020, ANNUAL MEETING

Official proceedings of the August 12, 2020, scheduled Annual meeting of the City of Adrian Downtown Development Authority Board of Directors.

The meeting was called to order by Chairman Steele at 9:32 a.m. on video conference, via Zoom.

Roll Call: Chairman Steele, Mayor Heath, Meredith Elliott, Diane Rauser, David Thomas, Brad Maggard, Mark Murray, Emily Hribar, Chip Moore, Margaret Noe, Jere Righter

Approval of Agenda: **Moved by Noe, seconded by Thomas, to accept agenda. Motion carried.**

Annual Meeting Items: **Moved by Murray, seconded by Righter, to approve the minutes of the July 8, 2020, Regular Meeting. Motion carried.**

Moved by Murray, seconded by Noe, to accept the slate of officers:

Chair: Dusty Steele

Vice Chair: David Thomas

Treasurer: Brad Maggard

Recording Secretary: Meredith Elliott

Motion carried.

Moved by Thomas, supported by Murray, to approve the Financial Report and annual budget. Motion carried.

Moved by Elliott, seconded by Noe, to accept the minutes from the June 12, 2019, Annual Meeting. Motion carried.

Adjournment: Meeting adjourned at 9:37 a.m.

CITY OF ADRIAN
DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES of the August 12, 2020, ANNUAL MEETING

Official proceedings of the August 12, 2020, scheduled meeting of the City of Adrian Downtown Development Authority Board of Directors.

The meeting was called to order by Chairman Steele at 8:00 a.m. on video conference, via Zoom.

Roll Call: Chairman Steele, Mayor Heath, Meredith Elliott, Diane Rauser, David Thomas, Brad Maggard, Mark Murray, Emily Hribar, Chip Moore, Margaret Noe, Jere Righter

Approval of Agenda: **Moved by Thomas, seconded by Righter, to accept agenda. Motion carried.**

Approval of Minutes: **Moved by Murray, seconded by Righter, to approve the minutes of the July 8, 2020, Regular Meeting. Motion carried.**

Action Items:
Committee Reports Organizational Committee: Chairman Steele presented a proposal for a DDA subcommittee structure to align with Main Streets. The DDA bylaws are still under review and waiting for Main Streets bylaws to ensure that they align.

Finance Committee: Brad Maggard presented the Financial Report; no substantial changes or expenses since the last meeting. **Moved by Murray, seconded by Thomas, to accept the Financial Report.**

Parking Committee: Mark Murray informed the Board that the electric car charging station is moving ahead and will soon be installed behind the old Hammermann building.

Beautification & Branding Committee: Chair Righter reported that the committee met and discussed signage. The committee is looking at sign design ideas from other places and will meet with Police Chief Emrick to discuss ways to use signs and other options to promote safety downtown. Adrian for the Seasons continues to meet and work towards a five-year plan to seek funding and support on a long-term basis. Noon Rotary club would like to install a Centennial Clock in Comstock Park, at College Ave. and Maumee St. **Moved by Moore, seconded by Thomas, to approve the location and installation of the Centennial Clock. Motion carried.** Chair Steele updated the Board on the removal process for downtown trees, and the plan to replace the trees. New light poles were approved by the City; Chair Steele anticipates that design for new lights and new trees will be available for the next DDA Board meeting. **Moved by Murray, seconded by Thomas, to support the new light poles with electrical outlets and proper electrical support. Motion carried.** Diane Rauser proposed a water bottle filling station downtown. She has looked at several models and will continue working with the City to get a design approved and installed.

Promotions & Events Committee: David Thomas announced that the City voted to establish DARA – Downtown Adrian Refreshment Area. The committee is working with an inspector on sign placement and working with downtown bars and restaurants to make sure that DARA trashcans are uniform. Participating bars and restaurants will provide their own stickers for DARA cups. Four DARA designs were presented and discussed by the Board. **Moved by Thomas, supported by Murray, that the DDA Board (a) support DARA designs # 1 and 2, and (b) designate \$1000.00 for design work on both the DARA logo and the DDA Main Streets logo. Motion carried.** David Thomas shared information on the “Back to the Bricks” traveling car show one day event. Back to the Bricks would like Adrian to host the event in June 2021. **Moved by Murray, seconded by Noe, that the DDA take ownership of the Back to the Bricks event. Motion carried.** Emily Hribar shared the new “Downtown Adrian – Committed to Our Community” video. Emily also updated the Board on logo and brand development. She is working on drafting a Communications Plan and Main Streets training. Once branding is finalized, Emily will begin working on website and social media. Chair Steele reported that he is working on developing a brochure for the Main Streets fundraising campaign and noted that 1/3 of our budget must be fundraising.

Harmony Gmazel from MSU-E presented on Placemaking and CEPTED (Crime Prevention Through Environmental Design). Harmony asked the board to take the provided survey, submit photos through the PhotoVoice link, and spread the word.

Chair Comments: Chairman Steele reported that Adrian College has suggested Michael Neil as the Adrian College delegate to the DDA. He also thanked Vice Chair Chip Moore for his years of service to the DDA, as Vice Chair Moore steps down from the Board. Chair Steele will post for applications for this empty board seat and bring a recommendation to the September meeting.

Public Comment: Jim Van Doren updated the Board on the County Restart Grant Program.

Board Comment: Mark Murray shared thanks for much of the ongoing DDA work, and encouraged downtown businesses to manage weeds, trash, etc., outside of their buildings.

Adjournment: Meeting adjourned at 9:31 a.m.