



ADRIAN CITY COMMISSION MEETING MARCH 1, 2021

Due to the COVID-19 pandemic and restrictions on gatherings, the Adrian City Commission meeting will be held virtually, via 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. ***Those who need assistance for effective participation may request an accommodation by contacting Michelle Dewey at 517-264-4815, or via email at mdewey@adrianmi.gov.***

The Zoom meeting information will be available on the City website on the day prior to meetings at www.adriancity.com.

For instructions on how to use Zoom, please visit: <https://support.zoom.us/hc/en-us/articles/360034967471-Quick-start-guide-for-new-users>

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 March 1, 2021 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
Commissioner Kelly Castleberry:	kcastleberry@adrianmi.gov



PRE-MEETING AGENDA



PRE-MEETING AGENDA

ADRIAN CITY COMMISSION PRE-MEETING

MARCH 1, 2021, 6:00PM

The Adrian City Commission will meet for a pre-meeting study session on Monday, March 1, 2021 at 6:00pm via Zoom, for a work study session.

1. Adrian Welcome Sign Discussion.
2. Sale of Property - Marvin Farm (approximately 54 acres).
3. Miles Drive Discussion.
4. Other items as time permits.
5. Public Comment.



MEMORANDUM



TO: Gregory Elliott
City Administrator

FROM: Michelle Dewey
Communications & Marketing Coordinator

RE: City of Adrian Welcome Signs

DATE: February 25, 2021

I have attached variations of the Welcome Sign design, including the original design with just the colleges, a variation that has the colleges and APS and LCS (this version would vary depending on how many schools are included), and versions with no schools, one with our City logo (the same logo we have on the website), and one with the slogan “Maple Pride”. Please keep in mind these are only examples.

When City staff and I worked on the design of the new sign, one of the things we noticed on the current sign is that it is very busy, so we tried to come up with something clean, simple, and attractive. In an effort to make the sign more modern, we changed the colors, removed the city seal, and used the maple leaf “A” that is in all of our branding. As the population changes yearly, we removed that from the sign. We initially debated removing the colleges as well, however we felt that they were a unique feature of the City, and a destination within it, so we incorporated them into the design. It is my understanding that the colleges also have the smaller metal circular signs – I am not sure if any K-12 schools do, although they certainly could. We also debated moving the colleges to some sort of metal plaque that could be placed on the brick directly beneath the sign, but we felt it would not be easy to see or read.

Ultimately, I can adjust the design to accommodate all, or none of the educational institutions that serve the Adrian residents. However, the more text we add to the sign, the more there is to read, and that may not benefit any of the schools.

WELCOME TO

ADRIAN

Adrian College ♦ Siena Heights University ♦ JC@LISD TECH
Adrian Public Schools ♦ Lenawee Christian Schools

EST. 1825



WELCOME TO

ADRIAN

Adrian College * Siena Heights University * JC@LISD TECH

EST. 1825







COMMISSION AGENDA



AGENDA

ADRIAN CITY COMMISSION REGULAR MEETING MARCH 1, 2021, 7:00PM

- I. PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF THE MINUTES OF THE FEBRUARY 15, 2021 REGULAR MEETING
- IV. PRESENTATION OF ACCOUNTS
- V. COMMUNICATIONS
 1. **C-1. Finance.** January Revenue and Expenditure Report.
- VI. REGULAR AGENDA
 1. **R21-024. City Commission.** Resolution to reappoint Andre'a Benard to the Human Relations Commission.
 2. **R21-025. City Commission.** Resolution to reappoint Lindsay Patton to the Human Relations Commission.
 3. **R21-026. Parks & Engineering.** Resolution to award a bid for the purchase of a used roller for street construction.
 4. **R21-027. Parks & Engineering.** Resolution to award a bid for concrete crushing.
 5. **R21-028. City Clerk.** Resolution to approve the application for Herb of Life, Inc. for a Medical Marihuana Permit for a Provisioning Center for 307 E. Beecher Street, Adrian, Michigan.
 6. **R21-029. Administration.** Resolution to approve a Purchase Agreement with Objectiv Growth, LLC for the purchase of 54 acres on W. Beecher in Adrian, Michigan.
 7. **R21-030. Administration.** Resolution to approve a revision to the City of Adrian Holiday Schedules, and to approve Letters of Understanding with collective bargaining units to reflect the changes.
 8. **R21-031. City Clerk.** Resolution to approve the Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Madison Public School District, and authorizes the City Clerk to choose to "Opt-Out" and to execute the agreement.

9. **R21-032. City Clerk.** Resolution to approve the Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Lenawee Intermediate School District, and authorizes the City Clerk to choose to "Opt-In" and to execute the agreement.
10. **R21-033. City Clerk.** Resolution to approve the Amended Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Adrian School District, and authorizes the City Clerk to execute the agreement.

VII. PUBLIC COMMENT

VIII. COMMISSIONER COMMENTS



MINUTES

MINUTES
ADRIAN CITY COMMISSION REGULAR MEETING
FEBRUARY 15, 2021 @ 7:00PM

The City Commission met for a pre-meeting study session on Monday, February 15, 2021 at 5:30 pm via Zoom.

The following items were discussed:

1. Blight Manual Discussion
2. Marihuana Facilities in B-1/B-2 Districts Discussion
3. Adrian Welcome Sign Discussion

Public comment was heard.

Meeting adjourned at 7:00 pm.

The Commission began the regularly scheduled meeting via Zoom at 7:03 pm.

Official proceedings of the February 15, 2021 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, Gauss and Castleberry.

Mayor Heath in the Chair

On motion by Commissioner Watson, seconded by Commissioner Roberts, the minutes of the February 1, 2021 Regular Meeting of the Adrian City Commission were approved by a 7-0 vote.

PRESENTATION OF ACCOUNTS

Utility Department Vouchers	
Vouchers #4868 through #4873	\$21,772.22
General Fund	
Vouchers #24510 through #24527	\$13,483.67
Clearing Account Vouchers	
amounting to	<u>\$653,544.62</u>
 TOTAL EXPENDITURES	 <u>\$688,800.51</u>

On motion by Commissioner Heldt, seconded by Commissioner Gauss, the Vouchers were approved by a 7-0 vote.

PROCLAMATIONS

Mayor Heath read a proclamation recognizing the efforts of the NAACP and proclaimed February, 2021 as Black History Month. Mayor Heath will present this proclamation to Jeannette Henagan from the NAACP.

COMMUNICATIONS

C-1. Finance. December Revenue and Expenditure Report.

REGULAR AGENDA

R21-017 - UTILITIES DEPARTMENT – Waste Water Treatment Plant Authorization to Purchase Pick-up Truck

RESOLUTION

WHEREAS on Thursday February 4, 2021, the Purchasing Office received four (4) bids for the aforementioned pick-up truck with the following results:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
LaFontaine CDJR	Lansing, MI	\$27,487
Van Dyke Dodge Ram	Warren, MI	\$27,921
Jorgensen Ford	Detroit, OH	\$29,500
Todd Wenzel Buick GMC	Westland, MI	\$31,110; and

WHEREAS the Utilities Director and City Administrator recommend selection of the lowest bidder, LaFontaine CDJR of Lansing, MI, for purpose of purchasing one replacement pick-up truck for the Waste Water Treatment Plant at a total cost not to exceed \$27,487; and

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

497-554.00-977.599	Pick-Up Truck Replacement	\$27,487
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NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the purchase of one crane truck from the lowest bidder, LaFontaine CDJR of Lansing, MI at a cost not to exceed \$27,487.

BE IT FURTHER RESOLVED that the FY2020-21 budget be amended as follows to properly fund this purchase:

Expenditure:		
497-553.00-975.586	Grit Building MCC	(\$27,487)
497-554.00-977.599	Truck/Crane Lift	\$27,487

On motion by Commissioner Watson, seconded by Commissioner Heldt, this

Resolution was approved by a 7-0 vote.

R21-018 - UTILITIES DEPARTMENT –Operations & Maintenance Department Authorization to Purchase CCTV Vehicle

RESOLUTION

WHEREAS the FY2020-21 Budget includes funds to purchase a replacement CCTV vehicle for the O&M Facility; and



WHEREAS Jack Doheny Company of Northville, MI has submitted a bid for the aforementioned CCTV vehicle through a Sourcewell Cooperative Purchasing Contract; and

WHEREAS the City Administrator approves waiving the bid process as the proposal from Jack Doheny Company is offered through the Sourcewell Cooperative Purchasing bid process; and

WHEREAS the Utilities Director and City Administrator recommend acceptance of the Sourcewell bid from Jack Doheny Company of Northville, MI, for the purpose of purchasing one replacement CCTV Vehicle for the Operations & Maintenance Department at a total cost not to exceed \$95,438.78; and

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

497-555.00-977.607	CCTV Vehicle	\$95,438.78
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NOW THEREFORE BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby authorizes the purchase of one CCTV vehicle from Jack Doheny of Northville, MI through a Sourcewell Cooperative Purchasing Contract at a cost not to exceed \$95,438.78.

BE IT FURTHER RESOLVED that the FY2020-21 budget be amended as follows to properly fund this purchase:

Expenditure:		
497-555.00-977.546	Small Equipment	(\$10,438.78)
497-555.00-977.606	CCTV Vehicle	\$10,438.78

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

Clarification was given by City Administrator Greg Elliott why the bid process was being waived.

On motion by Commissioner Roberts, seconded by Commissioner Watson, this Resolution was approved by a 7-0 vote.

R21-019 - FIRE DEPARTMENT – LifePak 15 Heart Monitor

RESOLUTION

WHEREAS, the Fire Department is the sole provider of Advanced Life Support to city residents and visitors, and;

WHEREAS, a Lifepak 15 heart monitor is a critical component of providing Advanced Life Support, and;

WHEREAS, the Fire Department has been advised that parts are no longer available for one of our current heart monitors, and;

WHEREAS, the equipment manufacturer has offered to trade-in our current obsolete heart monitor at a 50% savings with 0% financing for three years, and;

WHEREAS, the Fire Chief and City Administrator recommend the purchase of a LifePak 15 with accessories from the sole-source provider; Physio-Control, Inc. of Redmond, WA for the equipment that is currently used by the Fire Department, and;

WHEREAS, the Finance Director indicates the funds are available for this purpose in the FY2020-21 Budget:

101-336.00-977.000	Capital Equipment	\$6,122
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NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission, by this resolution, hereby waives the bid process and authorizes the purchase of one Life-Pak 15 heart monitor with required accessories from the sole-source provider Physio-Control, Inc. (STRYKER Medical) at a cost not to exceed \$18,366 financed over 3 years at 0% interest.

BE IT FURTHER RESOLVED that the FY2020-21 budget be amended as follows to properly fund this purchase:

Expenditure:		
101-336.00-741.055	Operating Supplies EMS Equip	(\$6,122)
101-336.00-977.000	Capital Equipment	\$6,122

On motion by Commissioner Strayer, seconded by Commissioner Roberts, this Resolution was approved by a 7-0 vote.

R21-020 - CITY COMMISSION – Appoint Member to the Board of Review

RESOLUTION

WHEREAS, the term of office of Ashley Gonzalez on the Board of Review expired December 31, 2020, which created a vacancy; and

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

WHEREAS, Ms. Ashley Gonzalez, 416 May Dr., has expressed a willingness to serve on the Board of Review for a 1-year term if reappointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of Ms. Gonzalez to the Board of Review.

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the appointment of Ms. Ashley Gonzalez to the Board of Review for a 1-year term to expire at the end of 2021.

On motion by Commissioner Heldt, seconded by Commissioner Strayer, this Resolution was approved by a 7-0 vote.

R21-021 - CITY CLERK – APPROVAL OF A NEW MEDICAL MARIHUANA PERMIT FOR PURPLE VALLEY FARMS, 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, Purple Valley Farms, LLC has properly submitted a 2020-2021 Commercial Marihuana Facilities Permit Application (#MM20-015) for a Medical Marihuana Permit for (1) Medical Class B Grow, for 1105 E. Beecher Street, Adrian, Michigan; and

WHEREAS, the City Clerk has reviewed the new application, confirms that the required inspections have been conducted or the required waiver of inspections have 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 application for a Medical Marihuana Permit for Purple Valley Farms, LLC, 1105 E. Beecher Street; and

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby approves the application for Purple Valley Farms, LLC for a Medical Marihuana Permit for (1) Medical Class B Grow for 1105 E. Beecher Street, Adrian, Michigan.

On motion by Commissioner Roberts, seconded by Commissioner Watson, this Resolution was approved by a 7-0 vote.

R21-022 - CITY CLERK – APPROVAL OF A NEW DUAL-PURPOSE COMMERCIAL MARIHUANA FACILITIES PERMITS FOR OBJECTIV GROWTH OF MICHIGAN, 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, OBJECTIV Growth of Michigan, LLC has properly submitted a 2020-2021 Commercial Marihuana Facilities Permit Application (#DP-001) for dual-purpose permits for (2) Medical Class C Grows, (1) Adult Use Class A Grow and Processor for 1610 W. Beecher Street, Adrian, Michigan; and

WHEREAS, the City Clerk has reviewed the new application, confirms that the required inspections have been conducted or the required waiver of inspections have 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 Dual-Purpose permits for OBJECTIV Growth of Michigan, LLC for 1610 W. Beecher Street; and

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby approves the application for dual-purpose permits for (2) Medical Class C Grows, (1) Adult Use Class A Grow and Processor for OBJECTIV Growth of Michigan, LLC for 1610 W. Beecher Street, Adrian, Michigan.

On motion by Commissioner Watson, seconded by Commissioner Strayer, this Resolution was approved by a 7-0 vote.

R21-023 - ADMINISTRATION – Approval of 2019 Medical Marijuana Application Package

RESOLUTION

WHEREAS, on December 13, 2017, the Adrian City Commission adopted Ordinance 17-035 to create Section 46-500 of Chapter 46 of the Adrian Code titled "Commercial Medical Marihuana Facilities"; and

WHEREAS, the Ordinance in Section 46-505 and 46-506 details an application for a permit and renewals of permits that shall be made annually on forms provided by the City Clerk; and;

WHEREAS, City staff have updated the included application for the 2021 application period which has been reviewed by the City Clerk and the City Attorney; and

WHEREAS, the City Staff recommends that 2021 renewal applications for Commercial Marihuana Facilities Permits be accepted from 8:00AM until 4:30PM, March 1 through March 26, 2021.

WHEREAS, the City Staff recommends that 2021 new applications for Commercial Marihuana Facilities Permits be accepted from 8:00AM until 4:30PM, July 6 through July 30, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission by this resolution approves the 2021 Commercial Marihuana Facilities Permit Application Package.

On motion by Commissioner Gauss, seconded by Commissioner Strayer, this Resolution was approved by a 7-0 vote.

MISCELLANEOUS

1. Departmental Report
2. Adrian Fire Department Report
3. D.A.R.T. Passenger Ridership Report
4. Code Enforcement Reports
5. Rental Inspection Reports – Commissioner Roberts commented about the time and effort that goes into it. Commissioner Strayer commented that he was thrilled to be getting that information.
6. DDA Meeting Minutes
7. Planning Commission Meeting Minutes
8. Human Relations Commission Meeting Minutes

MOTION TO ADJOURN: 7:23 PM

On a motion by Commissioner Heldt, and seconded by Commissioner Castleberry, 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 Monday, March 1, 2021.

Angela Heath
Mayor

Robin Connor
City Clerk





PRESENTATION OF ACCOUNTS

March 1, 2021

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



Gregory Elliott
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 #4870 through #4873 \$44,031.96

General Fund

Vouchers #24528 through #24535 \$56,377.49

Clearing Account Vouchers

amounting to..... \$719,715.76

TOTAL EXPENDITURES \$820,125.21

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

March 1, 2021

**UTILITIES FUND
CHECK REGISTER**

CHECK#	AMOUNT	PAYEE	DESCRIPTION
4870	\$ 3,324.61	Citizen's Gas	Electric Bills
4871	\$ 40,171.95	Consumer's Energy	Gas Bills
4872	\$ 535.40	City of Adrian	Water Bills
	\$ 44,031.96		
	\$ -	Less: Check	
	\$ 44,031.96	TOTAL	

March 1, 2021

March 1, 2021

**GENERAL FUND
CHECK REGISTER**

CHECK#	AMOUNT	PAYEE	DESCRIPTION
24528	\$ 6,157.25	Citizen's Gas	Heat Bills
24529	\$ 23,622.96	Consumer's Energy	Electric Bills
24530	\$ 2,887.16	City of Adrian	Water Bills
24531	\$ 683.63	Frontier Communications	Phone Bills
24532	\$ 22,048.28	Avery Oil & Propane	Fuel - DPW
24533	\$ 903.21	Avery Oil & Propane	Fuel - Parks
24534	\$ -	City of Adrian	Water Bills
24535	\$ 75.00	Mechanical Extremes	Permit Refund

\$ 56,377.49

\$ - Less : Check

\$ 56,377.49

March 1, 2021



		BOTH OPEN AND PAID	
Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A-DRAIN PLUMBING LLC	705.00		
2. ADRIAN FABRICARE CENTER INC.	400.00		
3. ADRIAN LOCKSMITH LLC	138.90		
4. ADRIAN NAPA	432.49		
5. ADRIAN PUBLIC SCHOOLS	4,546.02		
6. ADVANCE AUTO PARTS COMMERCIAL CHRG	599.27		
7. AFFORDABLE TOWING & AUTO REPAIR	775.00		
8. AMAZON CAPITAL SERVICES	245.31		
9. ANN ARBOR WELDING SUPPLY	54.90		
10. ANTIBUS SCALES & SYSTEMS, INC	385.00		
11. APOLLO FIRE EQUIPMENT CO.	1,847.37		
12. APPLE MAT RENTAL	28.75		
13. ATALIAN GLOBAL SERVICES	5,465.13		
14. BANK OF NEW YORK MELLON	460,027.60		
15. BATTERY WHOLESALE	68.14		
16. BELL CHEVROLET CADILLAC INC	148.24		
17. BELL FORD-LINCOLN, INC.	56.96		
18. BIG C LUMBER	98.73		
19. BRAKES-N-MORE	354.76		
20. CDW-G COMPUTER SUPPLIES	2,316.90		
21. CHARTER TOWNSHIP OF MADISON	21,292.80		
22. CITY STORAGE, LLC	12,526.21		
23. COMDOC, INC.	57.35		
24. CRIST INVESTMENT CO	63.00		
25. DARBY READY-MIX	413.91		
26. DC DENTAL	358.50		
27. DETROIT SALT	10,787.50		
28. DUNDEE FIRE & SAFETY, INC.	1,100.00		
29. DYNAMIC INDUSTRIAL SUPPLY	93.25		
30. EDWARD A ENGLE	660.00		
31. EMERGENCY MEDICAL PRODUCTS INC	1,240.98		
32. FAMILY FARM AND HOME	229.19		
33. FASTENAL COMPANY	303.06		
34. FEDERAL EXPRESS	72.95		
35. GALLANT & SON	19.99		
36. GALL'S LLC	398.34		
37. GARR, ALEXANDER JOHN	104.32		
38. GRAINGER INC.	698.84		
39. GRAND VALLEY CONCRETE PRODUCTS	3,785.00		
40. GRAYMONT WESTERN LIME INC.	5,756.00		
41. GREAT LAKES ELEVATOR	626.00		
42. GREAT LAKES MEDICAL WASTE SERVICES	75.00		
43. H & H REPAIR	1,040.03		
44. HACH COMPANY	195.00		
45. HADDEN TIRE COMPANY	160.00		
46. HAMPSHIRE FARM LANDSCAPING	224.86		
47. HAROLD BECK & SONS INC.	7,409.21		
48. HENAGAN & ASSOCIATES PLLC	3,800.00		
49. HORST TIRELLC	1,040.58		
50. I C M A VANTAGE POINT	5,473.43		

		BOTH OPEN AND PAID			
Claimant		Amount Claimed	Amount Owed	Amount Rejected	
51. ICMA RETIREMENT CORPORATION		851.68			
52. JACK DOHENY SUPPLIES INC		783.18			
53. JACKSON TRUCK SERVICE INC.		920.92			
54. KELLER THOMA, P.C.		285.00			
55. KELLY LANE		196.98			
56. KERR PUMP & SUPPLY, INC.		2,075.11			
57. KIMBALL MIDWEST		354.01			
58. KONICA MINOLTA BUSINESS SOLUTIONS		7.63			
59. KRAFT BUSINESS SYSTEMS		63.96			
60. LENAWEE ECONOMIC DEVELOPMENT CORP.		3,750.00			
61. LENAWEE PORT-A-TOILETS		90.00			
62. LEXIS NEXIS		159.50			
63. MANNIK & SMITH GROUP, INC.		5,845.50			
64. MICHIGAN MUNICIPAL LEAGUE LIABILITY		5,000.00			
65. MICHIGAN MUNICIPAL WORKER'S		51,429.00			
66. MICHIGAN PIPE & VALVE INC		3,271.08			
67. MICHIGAN STATE POLICE		450.00			
68. MORRIS, GINA		16.45			
69. NATHAN KANE		206.28			
70. NOLA'S TRANSPORTATION		8,562.17			
71. OAKLAND COUNTY		2,840.00			
72. OLIVER OF ADRIAN, INC.		240.00			
73. PACE ANALYTICAL SERVICES		80.00			
74. PARAGON LABORATORIES INC		373.00			
75. PEERLESS SUPPLY INC		3.58			
76. PITNEY BOWES INC		540.00			
77. PUBLIC FINANCIAL MANAGEMENT		1,000.00			
78. RAPID SHRED		70.00			
79. REGIONAL WATER AUTHORITY		420.00			
80. ROPES & RIGGING TREE SERVICE, LLC		16,368.00			
81. SAFETY SYSTEMS INC.		267.00			
82. SHARE CORPORATION		251.70			
83. STAPLES		1,290.86			
84. STAPLES CREDIT PLAN		136.14			
85. STATE OF MICHIGAN		2,750.71			
86. STEVENS DISPOSAL		1,810.00			
87. STRONGBACK PROPERTIES		493.72			
88. STRYKER EMS		3,290.00			
89. T & R TOTAL LAWN CARE LLC		9,700.00			
90. THEE OLD MILL LLC		765.23			
91. THOMSON WEST		414.90			
92. TOBY'S INSTRUMENT SHOP INC		567.76			
93. TRI-COUNTY INTERNATIONAL TRUCKS INC		5,148.62			
94. ULINE		844.45			
95. UNITED PARCEL SERVICE		91.16			
96. UNUM LIFE INSURANCE COMPANY		3,029.18			
97. USA BLUEBOOK		1,336.83			
98. UTILITIES INSTRUMENTATION SERVICE I		2,352.00			
99. VAN BRUNT TRANSPORT INC		484.62			
100. VAN ERT'S, LLC		13,150.00			

EXP CHECK RUN DATES 03/01/2021 - 03/01/2021
BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
101. VERIZON WIRELESS	497.94		
102. WASHOVIA SERVICES OF LENAWEЕ, LLC	3,976.25		
103. WATSON-MARLOW INC	0.20		
104. WILLIAM PATTEUW	1,080.00		
105. WORKSPHERE OCCUPATIONAL MEDICINE	502.00		
106. XYLEM WATER SOLUTIONS INC	531.69		
TOTAL ALL CLAIMS	719,715.76		





COMMUNICATIONS

REVENUE AND EXPENDITURE REPORT FOR CITY OF ADRIAN
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND								
REVENUES								
172.00 - CITY ADMINISTRATOR		3,600.00	3,600.00	1,800.00	0.00	0.00	1,800.00	50.00
172.01 - MARKETING		0.00	0.00	400.00	400.00	0.00	(400.00)	100.00
191.00 - ELECTION DEPARTMENT		0.00	8,064.00	23,221.01	0.00	0.00	(15,157.01)	287.96
201.00 - FINANCE DEPARTMENT		583,303.00	583,303.00	398,905.84	40,063.16	0.00	184,397.16	68.39
209.00 - CITY ASSESSOR		7,000.00	7,000.00	780.00	0.00	0.00	6,220.00	11.14
215.00 - CITY CLERK		351,800.00	351,800.00	58,820.00	0.00	0.00	292,980.00	16.72
276.00 - CEMETERY		39,000.00	39,000.00	28,676.00	3,712.00	0.00	10,324.00	73.53
301.00 - POLICE DEPARTMENT		170,503.00	187,444.75	112,219.27	11,783.52	0.00	75,225.48	59.87
336.00 - FIRE DEPARTMENT		1,153,000.00	1,175,727.00	488,055.31	79,759.58	0.00	687,671.69	41.51
371.00 - INSPECTIONS		375,500.00	375,500.00	200,894.03	26,116.30	0.00	174,605.97	53.50
441.00 - DEPARTMENT OF PUBLIC WORKS		5,500.00	5,500.00	6,917.77	3,260.00	0.00	(1,417.77)	125.78
449.00 - ENGINEERING DEPARTMENT		29,056.00	29,056.00	22,574.31	421.33	0.00	6,481.69	77.69
691.00 - RECREATION DEPARTMENT		1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
697.00 - PARKS & FORESTRY DEPARTMENT		51,000.00	55,000.00	17,260.00	0.00	0.00	37,740.00	31.38
698.00 - PARKS&FORESTRY-HERITAGE PARK		7,500.00	7,500.00	6,462.26	1,790.38	0.00	1,037.74	86.16
738.00 - ADRIAN PUBLIC LIBRARY		174,713.00	174,713.00	84,607.83	13,606.58	0.00	90,105.17	48.43
895.00 - COMMUNITY DEVELOPMENT		225,000.00	274,984.00	162,484.00	0.00	0.00	112,500.00	59.09
990.00 - NON-DEPARTMENTAL		8,624,128.00	9,596,796.76	7,368,464.10	39,966.04	0.00	2,228,332.66	76.78
TOTAL REVENUES		11,802,103.00	12,876,488.51	8,982,541.73	220,878.89	0.00	3,893,946.78	69.76
EXPENDITURES								
101.00 - CITY COMMISSION		154,328.00	154,328.00	113,301.58	5,083.47	12.29	41,014.13	73.42
172.00 - CITY ADMINISTRATOR		265,698.00	265,698.00	163,862.94	20,104.19	145.98	101,689.08	61.73
172.01 - MARKETING		14,500.00	15,000.17	3,414.97	33.48	0.00	11,585.20	22.77
191.00 - ELECTION DEPARTMENT		39,000.00	39,000.00	37,451.29	244.72	0.00	1,548.71	96.03
201.00 - FINANCE DEPARTMENT		393,293.00	393,293.00	210,466.86	27,355.10	345.33	182,480.81	53.60
209.00 - CITY ASSESSOR		185,069.00	187,239.00	113,364.08	16,859.62	175.23	73,699.69	60.64
210.00 - CITY ATTORNEY		201,791.00	201,791.00	102,268.43	16,290.03	13.78	99,508.79	50.69
215.00 - CITY CLERK		148,410.00	148,410.00	82,827.23	11,057.19	68.76	65,514.01	55.86
226.00 - HUMAN RESOURCES		226,073.00	246,073.00	121,200.74	16,579.01	88.76	124,783.50	49.29
276.00 - CEMETERY		328,103.00	376,503.00	219,521.21	18,117.77	7,411.47	149,570.32	60.27
301.00 - POLICE DEPARTMENT		3,839,516.00	4,012,658.75	2,224,439.82	322,255.08	12,144.83	1,776,074.10	55.74
336.00 - FIRE DEPARTMENT		3,067,919.00	3,083,593.00	1,664,865.99	290,178.16	40,345.48	1,378,381.53	55.30
371.00 - INSPECTIONS		382,069.00	485,037.00	238,001.53	31,399.20	450.36	246,585.11	49.16
441.00 - DEPARTMENT OF PUBLIC WORKS		291,132.00	291,132.00	158,960.27	32,157.20	5,958.16	126,213.57	56.65
442.00 - STORES-CENTRAL SUPPLY		20,000.00	20,000.00	(14,949.96)	(8,080.96)	12,349.14	22,600.82	(13.00)

449.00 - ENGINEERING DEPARTMENT	47,153.00	47,153.00	32,237.25	4,099.86	0.00	14,915.75	68.37
450.00 - STREET LIGHTING	144,500.00	144,500.00	85,361.96	11,565.09	0.00	59,138.04	59.07
550.00 - FIXED EXPENSES	444,500.00	444,500.00	150,473.76	0.00	0.00	294,026.24	33.85
691.00 - RECREATION DEPARTMENT	133,865.00	137,865.00	75,441.32	4,988.75	0.00	62,423.68	54.72
696.00 - PARKS & FORESTRY GARAGE	43,340.00	43,340.00	24,698.31	3,528.33	0.00	18,641.69	56.99
697.00 - PARKS & FORESTRY DEPARTMENT	510,702.00	797,532.83	317,985.76	32,354.72	6,426.57	473,120.50	40.68
698.00 - PARKS&FORESTRY-HERITAGE PARK	140,438.00	167,972.76	91,453.10	12,243.74	312.76	76,206.90	54.63
738.00 - ADRIAN PUBLIC LIBRARY	174,713.00	174,713.00	103,385.32	16,551.11	68.03	71,259.65	59.21
801.00 - PLANNING COMMISSION	9,250.00	9,250.00	2,668.35	777.75	0.00	6,581.65	28.85
802.00 - HUMAN RIGHTS COMMISSION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
836.00 - OTHER PROJECTS	50,000.00	62,710.00	62,735.97	24,027.21	0.00	(25.97)	100.04
836.08 - OTHER PROJECTS	13,960.00	13,960.00	0.00	0.00	0.00	13,960.00	0.00
895.00 - COMMUNITY DEVELOPMENT	362,692.00	320,408.00	165,171.09	8,093.06	207.85	155,029.06	51.62
965.00 - TRANSFERS OUT	169,089.00	591,828.00	35,000.00	5,000.00	0.00	556,828.00	5.91
TOTAL EXPENDITURES	11,802,103.00	12,876,488.51	6,585,609.17	922,862.88	86,524.78	6,204,354.56	51.82
Fund 101 - GENERAL FUND:							
TOTAL REVENUES	11,802,103.00	12,876,488.51	8,982,541.73	220,878.89	0.00	3,893,946.78	69.76
TOTAL EXPENDITURES	11,802,103.00	12,876,488.51	6,585,609.17	922,862.88	86,524.78	6,204,354.56	51.82
NET OF REVENUES & EXPENDITURES	0.00	0.00	2,396,932.56	(701,983.99)	(86,524.78)	(2,310,407.78)	100.00



Fund 202 - MAJOR STREET FUND
REVENUES

000.00	1,939,182.00	3,472,092.58	1,002,328.21	141,875.21	0.00	2,469,764.37	28.87
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TOTAL REVENUES	1,939,182.00	3,472,092.58	1,002,328.21	141,875.21	0.00	2,469,764.37	28.87
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EXPENDITURES

451.00 - STREET MAINT	53,740.00	314,244.27	59,450.32	11,074.30	260,504.27	(5,710.32)	101.82
451.04 - STREET CONST-LOCUST - SIENA TO TOLEDO	0.00	317,112.12	290,590.71	0.00	0.00	26,521.41	91.64
451.05 - STREET CONST - DIVISION & US223	0.00	263,000.00	19,596.55	0.00	0.00	243,403.45	7.45
451.10 - STREET CONST-RESURFACING	305,000.00	305,000.00	24,223.56	22,937.50	0.00	280,776.44	7.94
451.15 - STREET CONST-ADDISON- BRISTOL TO SIENA	550,000.00	550,000.00	6,958.50	4,616.50	0.00	543,041.50	1.27
451.20 - STREET CONST-OAKWOOD RD	0.00	450,000.00	335,221.68	0.00	0.00	114,778.32	74.49
451.24 - STREET CONST-N SCOTT- MAPLE TO RIVERSIDE	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00
463.00 - ROUTINE MAINT ROADS & STREETS	184,144.00	212,698.20	101,848.13	8,463.57	5,123.78	105,726.29	50.29
465.00 - ROUTINE MAINT-STORM WATER	69,390.00	94,222.00	36,096.17	3,181.48	0.00	58,125.83	38.31
473.00 - ROUTINE MAINT - BRIDGES	2,100.00	123,591.83	11,985.64	0.00	29,946.97	81,659.22	33.93
474.00 - TRAFFIC SERVICE MAINT	100,400.00	100,400.00	58,360.44	7,368.54	0.00	42,039.56	58.13
478.00 - WINTER MAINTENANCE	65,160.00	67,435.00	45,072.12	17,782.24	0.00	22,362.88	66.84
480.00 - NON-MOTORIZED TRANSPORTATION	28,250.00	39,383.16	3,574.47	545.34	11,021.96	24,786.73	37.06
482.00 - ADMINISTRATION & RECORDKEEPING	47,263.00	47,263.00	26,989.30	3,899.33	0.00	20,273.70	57.10
486.00 - MAINT STATE TRUNKLINE US 223	10,950.00	64,958.00	59,017.52	2,446.26	0.00	5,940.48	90.85
487.00 - MAINT STATE TRUNKLINE M 52	15,110.00	15,110.00	9,140.51	4,353.48	0.00	5,969.49	60.49
488.00 - MAINT STATE TRUNKLINE M34	7,675.00	7,675.00	4,965.43	2,676.19	0.00	2,709.57	64.70

TOTAL EXPENDITURES	1,939,182.00	3,472,092.58	1,093,091.05	89,344.73	306,596.98	2,072,404.55	40.31
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Fund 202 - MAJOR STREET FUND:

TOTAL REVENUES	1,939,182.00	3,472,092.58	1,002,328.21	141,875.21	0.00	2,469,764.37	28.87
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TOTAL EXPENDITURES	1,939,182.00	3,472,092.58	1,093,091.05	89,344.73	306,596.98	2,072,404.55	40.31
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NET OF REVENUES & EXPENDITURES	0.00	0.00	(90,762.84)	52,530.48	(306,596.98)	397,359.82	100.00
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Fund 203 - LOCAL STREET FUND
REVENUES

000.00	1,329,902.00	1,914,513.18	634,306.74	41,034.31	0.00	1,280,206.44	33.13
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TOTAL REVENUES	1,329,902.00	1,914,513.18	634,306.74	41,034.31	0.00	1,280,206.44	33.13
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EXPENDITURES

444.00 - SIDEWALKS	19,800.00	32,275.33	31,037.60	0.00	0.00	1,237.73	96.17
451.00 - STREET MAINT	25,000.00	178,372.00	20,465.80	0.00	153,372.00	4,534.20	97.46
451.07 - STREET CONST-LOWE-TREAT TO DEAD END	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00
451.10 - STREET CONST-RESURFACING	50,000.00	225,000.00	145,955.54	0.00	0.00	79,044.46	64.87
451.18 - STREET CONST- FRENCH-TREAT TO BEECHER	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.00
451.27 - STREET CONST-TABOR- TREAT TO BEECHER	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.00
451.29 - STREET CONST - OAK- TREAT TO BEECHER	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00
451.34 - STREET CONST-E HUNT ST	0.00	150,000.00	117,456.49	0.00	0.00	32,543.51	78.30
451.80 - REHABILITATION - ALLEYS	0.00	69,200.00	39,997.34	0.00	0.00	29,202.66	57.80
463.00 - ROUTINE MAINT ROADS & STREETS	163,394.00	185,682.85	98,876.55	10,142.69	4,692.23	82,114.07	55.78
465.00 - ROUTINE MAINT-STORM WATER	47,350.00	47,350.00	23,998.27	2,154.31	0.00	23,351.73	50.68
473.00 - ROUTINE MAINT - BRIDGES	20,150.00	20,150.00	0.00	0.00	0.00	20,150.00	0.00
474.00 - TRAFFIC SERVICE MAINT	20,775.00	20,775.00	18,291.12	1,516.61	0.00	2,483.88	88.04
478.00 - WINTER MAINTENANCE	44,760.00	47,035.00	27,227.99	14,947.08	0.00	19,807.01	57.89
482.00 - ADMINISTRATION & RECORDKEEPING	28,673.00	28,673.00	18,560.91	3,084.19	0.00	10,112.09	64.73

TOTAL EXPENDITURES	1,329,902.00	1,914,513.18	541,867.61	31,844.88	158,064.23	1,214,581.34	36.56
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Fund 203 - LOCAL STREET FUND:

TOTAL REVENUES	1,329,902.00	1,914,513.18	634,306.74	41,034.31	0.00	1,280,206.44	33.13
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TOTAL EXPENDITURES	1,329,902.00	1,914,513.18	541,867.61	31,844.88	158,064.23	1,214,581.34	36.56
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NET OF REVENUES & EXPENDITURES	0.00	0.00	92,439.13	9,189.43	(158,064.23)	65,625.10	100.00
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Fund 204 - MUNICIPAL STREET FUND

REVENUES							
000.00	350,000.00	350,000.00	336,493.71	2,347.77	0.00	13,506.29	96.14
TOTAL REVENUES	350,000.00	350,000.00	336,493.71	2,347.77	0.00	13,506.29	96.14
EXPENDITURES							
965.00 - TRANSFERS OUT	350,000.00	350,000.00	330,000.00	0.00	0.00	20,000.00	94.29
TOTAL EXPENDITURES	350,000.00	350,000.00	330,000.00	0.00	0.00	20,000.00	94.29
Fund 204 - MUNICIPAL STREET FUND:							
TOTAL REVENUES	350,000.00	350,000.00	336,493.71	2,347.77	0.00	13,506.29	96.14
TOTAL EXPENDITURES	350,000.00	350,000.00	330,000.00	0.00	0.00	20,000.00	94.29
NET OF REVENUES & EXPENDITURES	0.00	0.00	6,493.71	2,347.77	0.00	(6,493.71)	100.00

Fund 205 - FEE ESTATE**REVENUES**

000.00	912,537.00	1,075,874.47	363,423.00	186,415.00	0.00	712,451.47	33.78
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TOTAL REVENUES

912,537.00	1,075,874.47	363,423.00	186,415.00	0.00	712,451.47	33.78
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EXPENDITURES

696.00 - PARKS & FORESTRY GARAGE	16,000.00	16,000.00	8,897.53	2,120.15	0.00	7,102.47	55.61
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699.00 - FEE ESTATE MAINTENANCE	871,537.00	1,034,874.47	380,985.95	36,840.21	1,078.45	652,810.07	36.92
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965.00 - TRANSFERS OUT	25,000.00	25,000.00	14,583.31	2,083.33	0.00	10,416.69	58.33
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TOTAL EXPENDITURES

912,537.00	1,075,874.47	404,466.79	41,043.69	1,078.45	670,329.23	37.69
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Fund 205 - FEE ESTATE:**TOTAL REVENUES**

912,537.00	1,075,874.47	363,423.00	186,415.00	0.00	712,451.47	33.78
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TOTAL EXPENDITURES

912,537.00	1,075,874.47	404,466.79	41,043.69	1,078.45	670,329.23	37.69
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NET OF REVENUES & EXPENDITURES

0.00	0.00	(41,043.79)	145,371.31	(1,078.45)	42,122.24	100.00
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Fund 267 - RHINO FUND

REVENUES

000.00	89,250.00	89,250.00	40,775.36	22,257.00	0.00	48,474.64	45.69
TOTAL REVENUES	89,250.00	89,250.00	40,775.36	22,257.00	0.00	48,474.64	45.69

EXPENDITURES

290.00 - ADMINISTRATION	89,250.00	89,250.00	43,541.20	1,129.49	0.00	45,708.80	48.79
TOTAL EXPENDITURES	89,250.00	89,250.00	43,541.20	1,129.49	0.00	45,708.80	48.79

Fund 267 - RHINO FUND:

TOTAL REVENUES	89,250.00	89,250.00	40,775.36	22,257.00	0.00	48,474.64	45.69
TOTAL EXPENDITURES	89,250.00	89,250.00	43,541.20	1,129.49	0.00	45,708.80	48.79
NET OF REVENUES & EXPENDITURES	0.00	0.00	(2,765.84)	21,127.51	0.00	2,765.84	100.00

Fund 275 - COMMUNITY DEVELOPMENT FUND**REVENUES**

000.00	454,305.00	454,305.00	46,388.27	18,497.27	0.00	407,916.73	10.21
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TOTAL REVENUES	454,305.00	454,305.00	46,388.27	18,497.27	0.00	407,916.73	10.21
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EXPENDITURES

827.00 - COMMUNITY DEVELOPMENT GRANT	454,305.00	454,305.00	46,388.27	(42,088.73)	0.00	407,916.73	10.21
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TOTAL EXPENDITURES	454,305.00	454,305.00	46,388.27	(42,088.73)	0.00	407,916.73	10.21
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Fund 275 - COMMUNITY DEVELOPMENT FUND:

TOTAL REVENUES	454,305.00	454,305.00	46,388.27	18,497.27	0.00	407,916.73	10.21
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TOTAL EXPENDITURES	454,305.00	454,305.00	46,388.27	(42,088.73)	0.00	407,916.73	10.21
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NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	60,586.00	0.00	0.00	0.00
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Fund 279 - BROWNFIELD REDEVELOPMENT AUTHORITY

REVENUES							
000.00	11,700.00	11,700.00	10,986.84	1,545.36	0.00	713.16	93.90
TOTAL REVENUES	11,700.00	11,700.00	10,986.84	1,545.36	0.00	713.16	93.90
EXPENDITURES							
290.00 - ADMINISTRATION	11,700.00	11,700.00	0.00	0.00	0.00	11,700.00	0.00
TOTAL EXPENDITURES	11,700.00	11,700.00	0.00	0.00	0.00	11,700.00	0.00
Fund 279 - BROWNFIELD REDEVELOPMENT AUTHORITY:							
TOTAL REVENUES	11,700.00	11,700.00	10,986.84	1,545.36	0.00	713.16	93.90
TOTAL EXPENDITURES	11,700.00	11,700.00	0.00	0.00	0.00	11,700.00	0.00
NET OF REVENUES & EXPENDITURES	0.00	0.00	10,986.84	1,545.36	0.00	(10,986.84)	100.00

Fund 280 - DOWNTOWN DEVELOP AUTHORITY**REVENUES**

000.00	50,600.00	50,600.00	26,448.52	437.77	0.00	24,151.48	52.27
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TOTAL REVENUES

50,600.00	50,600.00	26,448.52	437.77	0.00	24,151.48	52.27
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EXPENDITURES

290.00 - ADMINISTRATION	6,150.00	6,150.00	1,515.11	154.13	0.00	4,634.89	24.64
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836.00 - OTHER PROJECTS	44,450.00	44,450.00	10,379.00	0.00	0.00	34,071.00	23.35
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TOTAL EXPENDITURES

50,600.00	50,600.00	11,894.11	154.13	0.00	38,705.89	23.51
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Fund 280 - DOWNTOWN DEVELOP AUTHORITY:

TOTAL REVENUES	50,600.00	50,600.00	26,448.52	437.77	0.00	24,151.48	52.27
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TOTAL EXPENDITURES	50,600.00	50,600.00	11,894.11	154.13	0.00	38,705.89	23.51
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NET OF REVENUES & EXPENDITURES	0.00	0.00	14,554.41	283.64	0.00	(14,554.41)	100.00
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Fund 281 - DDA - TIF FUND

REVENUES							
000.00	109,500.00	109,500.00	105,921.50	1,409.46	0.00	3,578.50	96.73
TOTAL REVENUES	109,500.00	109,500.00	105,921.50	1,409.46	0.00	3,578.50	96.73
EXPENDITURES							
290.00 - ADMINISTRATION	47,500.00	47,500.00	11,296.43	1,600.00	0.00	36,203.57	23.78
965.00 - TRANSFERS OUT	62,000.00	62,000.00	36,166.69	5,166.67	0.00	25,833.31	58.33
TOTAL EXPENDITURES	109,500.00	109,500.00	47,463.12	6,766.67	0.00	62,036.88	43.35
Fund 281 - DDA - TIF FUND:							
TOTAL REVENUES	109,500.00	109,500.00	105,921.50	1,409.46	0.00	3,578.50	96.73
TOTAL EXPENDITURES	109,500.00	109,500.00	47,463.12	6,766.67	0.00	62,036.88	43.35
NET OF REVENUES & EXPENDITURES	0.00	0.00	58,458.38	(5,357.21)	0.00	(58,458.38)	100.00

Fund 496 - WATER CAPITAL PROJECTS FUND**REVENUES**

000.00	1,017,000.00	1,369,457.00	319,235.37	27,023.79	0.00	1,050,221.63	23.31
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TOTAL REVENUES

1,017,000.00	1,369,457.00	319,235.37	27,023.79	0.00	1,050,221.63	23.31
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EXPENDITURES

531.00 - METER READING & MAINT	100,000.00	100,000.00	33,428.38	2,698.79	0.00	66,571.62	33.43
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539.00 - OAKWOOD FACILITY	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00
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548.00 - WATER PLANT CAPITAL EQUIP	130,000.00	157,732.00	31,841.11	0.00	11,991.25	113,899.64	27.79
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549.00 - WATER PLANT CAPITAL IMPROVEMENT	60,000.00	85,000.00	10,827.24	8,925.00	0.00	74,172.76	12.74
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551.00 - WATER DIST CAPITAL EQUIPMENT	7,500.00	12,500.00	12,497.71	0.00	0.00	2.29	99.98
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552.00 - WATER DIST CAPITAL IMPROVE	712,000.00	1,006,725.00	230,640.93	15,400.00	0.00	776,084.07	22.91
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TOTAL EXPENDITURES

1,017,000.00	1,369,457.00	319,235.37	27,023.79	11,991.25	1,038,230.38	24.19
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Fund 496 - WATER CAPITAL PROJECTS FUND:

TOTAL REVENUES	1,017,000.00	1,369,457.00	319,235.37	27,023.79	0.00	1,050,221.63	23.31
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TOTAL EXPENDITURES	1,017,000.00	1,369,457.00	319,235.37	27,023.79	11,991.25	1,038,230.38	24.19
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NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	(11,991.25)	11,991.25	100.00
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Fund 497 - SEWER CAPITAL PROJECTS FUND**REVENUES**

000.00	650,000.00	856,422.50	52,355.05	17,116.00	0.00	804,067.45	6.11
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TOTAL REVENUES	650,000.00	856,422.50	52,355.05	17,116.00	0.00	804,067.45	6.11
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EXPENDITURES

553.00 - WASTEWATER PLANT CAPITAL IMPROVE	95,000.00	131,801.00	12,985.00	12,985.00	4,828.00	113,988.00	13.52
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554.00 - WASTEWATER PLANT CAPITAL EQUIP	160,000.00	206,736.50	27,000.31	4,131.00	103,027.00	76,709.19	62.90
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555.00 - SEWER COLLECTION SYSTEM	395,000.00	517,885.00	12,369.74	0.00	0.00	505,515.26	2.39
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TOTAL EXPENDITURES	650,000.00	856,422.50	52,355.05	17,116.00	107,855.00	696,212.45	18.71
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Fund 497 - SEWER CAPITAL PROJECTS FUND:

TOTAL REVENUES	650,000.00	856,422.50	52,355.05	17,116.00	0.00	804,067.45	6.11
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TOTAL EXPENDITURES	650,000.00	856,422.50	52,355.05	17,116.00	107,855.00	696,212.45	18.71
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NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	(107,855.00)	107,855.00	100.00
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Fund 585 - AUTO PARKING FUND**REVENUES**

000.00	205,150.00	220,150.00	131,719.09	12,089.00	0.00	88,430.91	59.83
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TOTAL REVENUES

205,150.00	220,150.00	131,719.09	12,089.00	0.00	88,430.91	59.83
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EXPENDITURES

546.00 - OPERATING EXPENDITURES	194,868.00	209,868.00	27,868.74	12,991.03	9.30	181,989.96	13.28
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965.00 - TRANSFERS OUT	10,282.00	10,282.00	5,997.81	856.83	0.00	4,284.19	58.33
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TOTAL EXPENDITURES

205,150.00	220,150.00	33,866.55	13,847.86	9.30	186,274.15	15.39
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Fund 585 - AUTO PARKING FUND:**TOTAL REVENUES**

205,150.00	220,150.00	131,719.09	12,089.00	0.00	88,430.91	59.83
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TOTAL EXPENDITURES

205,150.00	220,150.00	33,866.55	13,847.86	9.30	186,274.15	15.39
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NET OF REVENUES & EXPENDITURES

0.00	0.00	97,852.54	(1,758.86)	(9.30)	(97,843.24)	100.00
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Fund 588 - TRANSPORTATION SYSTEM FUND**REVENUES**

000.00	418,522.00	418,522.00	208,864.38	48,184.37	0.00	209,657.62	49.91
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TOTAL REVENUES	418,522.00	418,522.00	208,864.38	48,184.37	0.00	209,657.62	49.91
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EXPENDITURES

599.00 - DIAL-A-RIDE	418,522.00	418,522.00	162,381.18	13,766.24	0.00	256,140.82	38.80
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TOTAL EXPENDITURES	418,522.00	418,522.00	162,381.18	13,766.24	0.00	256,140.82	38.80
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Fund 588 - TRANSPORTATION SYSTEM FUND:

TOTAL REVENUES	418,522.00	418,522.00	208,864.38	48,184.37	0.00	209,657.62	49.91
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TOTAL EXPENDITURES	418,522.00	418,522.00	162,381.18	13,766.24	0.00	256,140.82	38.80
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NET OF REVENUES & EXPENDITURES	0.00	0.00	46,483.20	34,418.13	0.00	(46,483.20)	100.00
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Fund 590 - SEWER FUND**REVENUES**

000.00	5,318,155.00	5,350,060.50	2,837,106.92	386,699.60	0.00	2,512,953.58	53.03
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TOTAL REVENUES	5,318,155.00	5,350,060.50	2,837,106.92	386,699.60	0.00	2,512,953.58	53.03
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EXPENDITURES

540.00 - WASTEWATER TREATMENT PLANT	1,531,866.00	1,551,137.00	948,105.39	133,765.86	10,561.23	592,470.38	61.80
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541.00 - ADMINISTRATION & OVERHEAD	873,640.00	873,640.00	449,097.98	67,093.87	0.00	424,542.02	51.41
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542.00 - SANITARY SEWERS	404,866.00	414,980.50	116,258.16	13,293.79	0.00	298,722.34	28.02
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543.00 - BROAD ST STATION	52,500.00	52,500.00	21,757.12	4,046.68	0.00	30,742.88	41.44
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544.00 - LIFT STATIONS	44,500.00	47,020.00	22,901.79	3,460.81	8,980.00	15,138.21	67.80
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545.00 - RETENTION BASIN	6,000.00	6,000.00	3,157.95	628.32	0.00	2,842.05	52.63
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550.00 - FIXED EXPENSES	1,636,825.00	1,636,825.00	978,492.04	131,666.50	0.00	658,332.96	59.78
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965.00 - TRANSFERS OUT	767,958.00	767,958.00	121,163.86	26,945.83	0.00	646,794.14	15.78
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TOTAL EXPENDITURES	5,318,155.00	5,350,060.50	2,660,934.29	380,901.66	19,541.23	2,669,584.98	50.10
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Fund 590 - SEWER FUND:

TOTAL REVENUES	5,318,155.00	5,350,060.50	2,837,106.92	386,699.60	0.00	2,512,953.58	53.03
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TOTAL EXPENDITURES	5,318,155.00	5,350,060.50	2,660,934.29	380,901.66	19,541.23	2,669,584.98	50.10
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NET OF REVENUES & EXPENDITURES	0.00	0.00	176,172.63	5,797.94	(19,541.23)	(156,631.40)	100.00
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Fund 591 - WATER FUND**REVENUES**

000.00	5,076,685.00	5,128,060.00	2,888,869.86	384,306.38	0.00	2,239,190.14	56.33
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TOTAL REVENUES	5,076,685.00	5,128,060.00	2,888,869.86	384,306.38	0.00	2,239,190.14	56.33
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EXPENDITURES

536.00 - PURIFICATION & PUMPING	1,566,440.00	1,609,315.00	1,043,265.68	103,382.20	2,395.00	563,654.32	64.98
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537.00 - TRANSMISSION & DISTRIB	776,444.00	776,444.00	510,353.87	69,214.29	0.00	266,090.13	65.73
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538.00 - ADM, CUSTOMER SERVICE,OVERHEAD	780,621.00	789,121.00	287,480.23	41,593.58	8,127.50	493,513.27	37.46
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550.00 - FIXED EXPENSES	818,222.00	818,222.00	477,296.19	68,185.17	0.00	340,925.81	58.33
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965.00 - TRANSFERS OUT	1,134,958.00	1,134,958.00	388,044.18	36,853.62	0.00	746,913.82	34.19
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TOTAL EXPENDITURES	5,076,685.00	5,128,060.00	2,706,440.15	319,228.86	10,522.50	2,411,097.35	52.98
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Fund 591 - WATER FUND:

TOTAL REVENUES	5,076,685.00	5,128,060.00	2,888,869.86	384,306.38	0.00	2,239,190.14	56.33
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TOTAL EXPENDITURES	5,076,685.00	5,128,060.00	2,706,440.15	319,228.86	10,522.50	2,411,097.35	52.98
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NET OF REVENUES & EXPENDITURES	0.00	0.00	182,429.71	65,077.52	(10,522.50)	(171,907.21)	100.00
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Fund 595 - SOLID WASTE FUND**REVENUES**

000.00	746,713.00	753,013.00	374,832.28	19,834.73	0.00	378,180.72	49.78
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TOTAL REVENUES	746,713.00	753,013.00	374,832.28	19,834.73	0.00	378,180.72	49.78
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EXPENDITURES

528.00 - REFUSE COLLECTION & DISPOSAL	746,713.00	753,013.00	486,946.55	104,709.11	376.47	265,689.98	64.72
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TOTAL EXPENDITURES	746,713.00	753,013.00	486,946.55	104,709.11	376.47	265,689.98	64.72
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Fund 595 - SOLID WASTE FUND:

TOTAL REVENUES	746,713.00	753,013.00	374,832.28	19,834.73	0.00	378,180.72	49.78
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TOTAL EXPENDITURES	746,713.00	753,013.00	486,946.55	104,709.11	376.47	265,689.98	64.72
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NET OF REVENUES & EXPENDITURES	0.00	0.00	(112,114.27)	(84,874.38)	(376.47)	112,490.74	100.00
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Fund 599 - CAP PROJECTS REVOLVING FUND

REVENUES							
000.00	3,500.00	3,500.00	1,194.00	154.30	0.00	2,306.00	34.11
TOTAL REVENUES	3,500.00	3,500.00	1,194.00	154.30	0.00	2,306.00	34.11
EXPENDITURES							
990.00 - NON-DEPARTMENTAL	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
TOTAL EXPENDITURES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
Fund 599 - CAP PROJECTS REVOLVING FUND:							
TOTAL REVENUES	3,500.00	3,500.00	1,194.00	154.30	0.00	2,306.00	34.11
TOTAL EXPENDITURES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
NET OF REVENUES & EXPENDITURES	0.00	0.00	1,194.00	154.30	0.00	(1,194.00)	100.00

Fund 661 - INFORMATION TECHNOLOGY**REVENUES**

000.00	401,803.00	411,578.00	202,872.32	28,981.76	0.00	208,705.68	49.29
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TOTAL REVENUES

401,803.00	411,578.00	202,872.32	28,981.76	0.00	208,705.68	49.29
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EXPENDITURES

220.00 - GIS SERVICES	44,258.00	49,340.00	10,537.13	1,440.22	25,009.42	13,793.45	72.04
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221.00 - TELECOMMUNICATIONS	10,500.00	10,500.00	5,117.75	715.75	0.00	5,382.25	48.74
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290.00 - ADMINISTRATION	347,045.00	351,738.00	162,603.04	9,189.02	3,507.03	185,627.93	47.23
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TOTAL EXPENDITURES

401,803.00	411,578.00	178,257.92	11,344.99	28,516.45	204,803.63	50.24
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Fund 661 - INFORMATION TECHNOLOGY:

TOTAL REVENUES	401,803.00	411,578.00	202,872.32	28,981.76	0.00	208,705.68	49.29
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TOTAL EXPENDITURES	401,803.00	411,578.00	178,257.92	11,344.99	28,516.45	204,803.63	50.24
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NET OF REVENUES & EXPENDITURES	0.00	0.00	24,614.40	17,636.77	(28,516.45)	3,902.05	100.00
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Fund 662 - MOTOR VEHICLE POOL**REVENUES**

000.00	1,111,991.00	1,527,662.00	521,236.68	72,801.03	0.00	1,006,425.32	34.12
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TOTAL REVENUES

1,111,991.00	1,527,662.00	521,236.68	72,801.03	0.00	1,006,425.32	34.12
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EXPENDITURES

276.62 - CEMETERY MOTOR VEHICLES	8,550.00	8,550.00	489.94	0.00	0.00	8,060.06	5.73
290.00 - ADMINISTRATION	401,915.00	401,915.00	172,305.42	32,337.33	28.18	229,581.40	42.88
301.62 - POLICE DEPT MOTOR VEHICLES	208,973.00	208,973.00	29,003.24	1,705.63	64,680.00	115,289.76	44.83
336.62 - FIRE DEPT MOTOR VEHICLES	207,581.00	554,822.00	101,252.12	4,674.03	277,843.64	175,726.24	68.33
371.62 - INSPECTION DEPT MOTOR VEHICLES	30,947.00	30,947.00	908.24	345.12	23,793.00	6,245.76	79.82
441.62 - PUBLIC WORKS MOTOR VEHICLES	164,098.00	164,098.00	29,185.42	2,578.67	1,354.00	133,558.58	18.61
449.62 - ENGINEERING MOTOR VEHICLES	8,719.00	8,719.00	3,153.52	398.83	0.00	5,565.48	36.17
528.62 - SOLID WASTE MOTOR VEHICLES	4,022.00	4,022.00	0.00	0.00	0.00	4,022.00	0.00
697.62 - PARKS & FORESTRY DIVISION MOTOR VEHICLES	35,876.00	104,306.00	82,625.59	1,336.10	0.00	21,680.41	79.21
698.62 - HERITAGE PARK MOTOR VEHICLES	2,523.00	2,523.00	1,644.66	0.00	0.00	878.34	65.19
699.62 - FEE ESTATE MOTOR VEHICLES	20,340.00	20,340.00	3,797.66	538.44	0.00	16,542.34	18.67
965.00 - TRANSFERS OUT	18,447.00	18,447.00	10,760.75	1,537.25	0.00	7,686.25	58.33

TOTAL EXPENDITURES

1,111,991.00	1,527,662.00	435,126.56	45,451.40	367,698.82	724,836.62	52.55
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Fund 662 - MOTOR VEHICLE POOL:

TOTAL REVENUES	1,111,991.00	1,527,662.00	521,236.68	72,801.03	0.00	1,006,425.32	34.12
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TOTAL EXPENDITURES	1,111,991.00	1,527,662.00	435,126.56	45,451.40	367,698.82	724,836.62	52.55
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NET OF REVENUES & EXPENDITURES	0.00	0.00	86,110.12	27,349.63	(367,698.82)	281,588.70	100.00
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Fund 663 - BUILDING MAINTENANCE FUND**REVENUES**

000.00	573,167.00	650,728.00	320,536.81	45,141.63	0.00	330,191.19	49.26
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TOTAL REVENUES	573,167.00	650,728.00	320,536.81	45,141.63	0.00	330,191.19	49.26
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EXPENDITURES

265.00 - CITY HALL	159,082.00	175,558.00	81,227.68	10,419.18	12,448.13	81,882.19	53.36
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266.00 - CITY CHAMBERS	40,380.00	97,076.00	33,002.86	27,603.87	2,239.80	61,833.34	36.30
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267.00 - POLICE FACILITY	125,435.00	125,435.00	26,221.53	3,363.42	5,913.40	93,300.07	25.62
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276.00 - CEMETERY	12,015.00	12,015.00	4,944.35	157.90	0.00	7,070.65	41.15
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336.00 - FIRE DEPARTMENT	58,010.00	58,010.00	17,549.75	1,811.94	646.32	39,813.93	31.37
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441.00 - DEPARTMENT OF PUBLIC WORKS	26,640.00	27,505.00	17,271.39	1,368.53	0.00	10,233.61	62.79
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691.00 - RECREATION DEPARTMENT	98,865.00	98,865.00	58,762.11	12,130.39	10,040.35	30,062.54	69.59
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696.00 - PARKS & FORESTRY GARAGE	42,340.00	45,864.00	11,876.99	2,520.14	0.00	33,987.01	25.90
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697.00 - PARKS & FORESTRY DEPARTMENT	2,500.00	2,500.00	118.85	0.00	0.00	2,381.15	4.75
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698.00 - PARKS&FORESTRY-HERITAGE PARK	7,900.00	7,900.00	1,977.71	415.97	0.00	5,922.29	25.03
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TOTAL EXPENDITURES	573,167.00	650,728.00	252,953.22	59,791.34	31,288.00	366,486.78	43.68
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Fund 663 - BUILDING MAINTENANCE FUND:

TOTAL REVENUES	573,167.00	650,728.00	320,536.81	45,141.63	0.00	330,191.19	49.26
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TOTAL EXPENDITURES	573,167.00	650,728.00	252,953.22	59,791.34	31,288.00	366,486.78	43.68
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NET OF REVENUES & EXPENDITURES	0.00	0.00	67,583.59	(14,649.71)	(31,288.00)	(36,295.59)	100.00
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Fund 703 - OIL & GAS ROYALTY TRUST**REVENUES**

000.00	115,000.00	115,000.00	538,290.28	(7,766.07)	0.00	(423,290.28)	468.08
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TOTAL REVENUES

115,000.00	115,000.00	538,290.28	(7,766.07)	0.00	(423,290.28)	468.08
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EXPENDITURES

965.00 - TRANSFERS OUT	0.00	0.00	33,898.74	0.00	0.00	(33,898.74)	100.00
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990.00 - NON-DEPARTMENTAL	115,000.00	115,000.00	0.00	0.00	0.00	115,000.00	0.00
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TOTAL EXPENDITURES

115,000.00	115,000.00	33,898.74	0.00	0.00	81,101.26	29.48
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Fund 703 - OIL & GAS ROYALTY TRUST:**TOTAL REVENUES**

115,000.00	115,000.00	538,290.28	(7,766.07)	0.00	(423,290.28)	468.08
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TOTAL EXPENDITURES

115,000.00	115,000.00	33,898.74	0.00	0.00	81,101.26	29.48
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NET OF REVENUES & EXPENDITURES

0.00	0.00	504,391.54	(7,766.07)	0.00	(504,391.54)	100.00
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Fund 711 - PERPETUAL CARE FUND

REVENUES

000.00	0.00	0.00	8,400.61	4,656.22	0.00	(8,400.61)	100.00
TOTAL REVENUES	0.00	0.00	8,400.61	4,656.22	0.00	(8,400.61)	100.00

Fund 711 - PERPETUAL CARE FUND:

TOTAL REVENUES	0.00	0.00	8,400.61	4,656.22	0.00	(8,400.61)	100.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	0.00	0.00	8,400.61	4,656.22	0.00	(8,400.61)	100.00





REGULAR AGENDA

March 1, 2021

R21-024

RE: CITY COMMISSION – Appoint Member to the Human Relations Commission

RESOLUTION

WHEREAS, the term of office of Andre'a Bernard on the Human Relations Commission has expired, which created a vacancy; and

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

WHEREAS, Andre'a Bernard has expressed a willingness to serve on the Human Relations Commission if reappointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of Andre'a Bernard to the Human Relations Commission.

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the reappointment of Andre'a Bernard to the Human Relations Commission for a 3 year term.

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



March 1, 2021

R21-025

RE: CITY COMMISSION – Appoint Member to the Human Relations Commission

RESOLUTION

WHEREAS, the term of office of Lindsay Patton on the Human Relations Commission has expired, which created a vacancy; and

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

WHEREAS, Lindsay Patton has expressed a willingness to serve on the Human Relations Commission if reappointed; and

WHEREAS, the Adrian City Commission has given careful consideration to the appointment of Lindsay Patton to the Human Relations Commission.

NOW THEREFORE BE IT RESOLVED, that the Adrian City Commission does hereby approve the reappointment of Lindsay Patton to the Human Relations Commission for a 3 year term.

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



February 18, 2021



MEMORANDUM

TO: Greg Elliot, City Administrator

FROM: Matt Tomaszewski, Director of Parks & Engineering Services

SUBJECT: Purchase of a Used Roller

The City of Adrian Purchasing Office has solicited and received bids on February 16, 2021, to purchase a used roller for the purpose of street construction.

The bids received are detailed below:

BIDDER	MICHIGAN CAT LANSING, MI	ALTA EQUIPMENT COMPANY NEW HUDSON, MI
AMOUNT	\$30,000.00	\$36,000.00
DELIVERED PERIOD	5 days after notice	14 days after notice
YEAR	1999	2015
MAKE/MODEL	Ingersoll-Rand SD70D	Hyundai – HR70C-9
HOURS	2,828 hrs.	510 hrs.

After reviewing the specifications of both rollers, it is recommended to purchase the used roller from ALTA Equipment Company, Lansing, MI based on age, hours, and condition at a cost not to exceed \$36,000 from account 662-441.62.977.000 as approved in the FY2020-2021 Capital Budget and with the following budget amendment:

Revenues:

662-000.00-697.000

Prior Years Revenue

\$6,000

Expenditures:

662-441.62-977.000

Motor Vehicle – Public Works

\$6,000

RE: ENGINEERING – Authorization to Purchase a Used Roller

RESOLUTION

WHEREAS, the City of Adrian Purchasing Office has solicited and received multiple bids on February 16, 2021 for the purchase of a used roller for street construction; and

WHEREAS, the bids received are detailed below; and

BIDDER	MICHIGAN CAT LANSING, MI	ALTA EQUIPMENT COMPANY NEW HUDSON, MI
AMOUNT	\$30,000.00	\$36,000.00
DELIVERED PERIOD	5 days after notice	14 days after notice
YEAR	1999	2015
MAKE/MODEL	Ingersoll-Rand SD70D	Hyundai – HR70C-9
HOURS	2,828 hrs.	510 hrs.

WHEREAS, it is recommended to accept the bid from ALTA Equipment Company based on the age, hours, and condition of the roller at a cost not to exceed \$36,000; and

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

662-441.62-977.000 Motor Vehicle – Public Works \$36,000

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby accepts the bid and authorizes the Department of Parks & Engineering Services to purchase a Used Roller from ALTA Equipment Company, New Hudson, MI, at a cost not to exceed \$36,000.

BE IT FURTHER RESOLVED that the FY2020-21 budget be amended as follows to properly fund this purchase:

Revenues:
662-000.00-697.000 Prior Years Revenue \$6,000

Expenditures:
662-441.62-977.000 Motor Vehicle – Public Works \$6,000

On motion by Commissioner _____,

seconded by Commissioner _____,

this resolution was _____ by a _____ vote



February 24, 2021



MEMORANDUM

TO: Greg Elliot, City Administrator

FROM: Matt Tomaszewski, Director of Parks & Engineering Services

SUBJECT: Concrete Crushing

The City of Adrian Purchasing Office has solicited and received bids on February 11, 2021, to crush concrete for the purpose of street construction.

The bids received are detailed below:

BIDDER	22A/TON	21AA/TON
Kalin Construction Company Sodus, MI	\$12.75	\$12.75
Briskey Brothers Construction Tecumseh, MI	\$6.25	\$6.25
Cornerstone Crushing Toledo, OH	\$4.50	\$4.50

After reviewing the specifications of all bidders, it is recommended to accept Cornerstone Crushing out of Toledo, OH for the purpose of crushing concrete at a cost not to exceed \$60,000.

Expenditures:

203-451.07-801.203

Street Construction – Lowe – Treat to Dead End

202-451.15-801.203

Street Construction – Addison – Bristol to Siena Heights

RE: PARKS & ENGINEERING – Concrete Crushing for Street Construction**RESOLUTION**

WHEREAS, the City of Adrian Purchasing Office has solicited and received multiple bids on February 11, 2021 for the purchase of crushed concrete used during street construction; and

WHEREAS, the bids received are detailed below; and

BIDDER	22A/TON	21AA/TON
Kalin Construction Company Sodus, MI	\$12.75	\$12.75
Briskey Brothers Construction Tecumseh, MI	\$6.25	\$6.25
Cornerstone Crushing Toledo, OH	\$4.50	\$4.50

WHEREAS, it is recommended to accept the low bid from Cornerstone Crushing, Toledo, at a cost not to exceed \$60,000; and

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

203-451.07-801.203 Street Construction – Lowe – Treat to Dead End

202-451.15-801.203 Street Construction – Addison – Bristol to Siena Heights

NOW, THEREFORE, BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby authorizes the acceptance of the low bidder, Cornerstone Crushing, Toledo, OH, for engagement in the City's Standard Professional Service Contract.

On motion by Commissioner _____,

seconded by Commissioner _____,

this resolution was _____ by a _____ vote





MEMORANDUM

Date: March 1, 2021

TO: Greg Elliott, 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 Application for:

Herb of Life, Inc.
Provisioning Center
(Application #MM20-011)

307 E. Beecher Street

I have also reviewed the application and recommend approval for a Medical Marihuana Permit for Herb of Life, Inc. for 307 E. Beecher

Thank you,

Robin Connor
City Clerk

March 1, 2021

R21-028

RE: CITY CLERK – Approval of a new Medical Marihuana Facilities Permit Application (#MM20-011) 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 Commercial Marihuana Facilities Permit Application (#MM20-011) for a Medical Marihuana Permit for a Provisioning Center for 307 E. Beecher Street, Adrian, Michigan; and

WHEREAS, the City Clerk has reviewed the new application, confirms that the required inspections have been conducted or the required waiver of inspections have 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 application for a new Medical Marihuana Permit for Herb of Life, Inc., 307 E. Beecher Street; and

NOW, THEREFORE BE IT RESOLVED, that the Adrian City Commission by this resolution, hereby approves the application for Herb of Life, Inc. for a Medical Marihuana Permit for a Provisioning Center for 307 E. Beecher Street, Adrian, Michigan.

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



REAL ESTATE PURCHASE & SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "**Agreement**") is entered into as of February____, 2021 (the "**Effective Date**") by and between **CITY OF ADRIAN**, a Michigan municipal corporation ("**Seller**") and **OBJECTIV REAL ESTATE HOLDINGS LLC**, a Florida 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, March 3 , 2021, when it shall expire automatically, if not accepted. Upon acceptance by Seller, this Agreement shall constitute a binding agreement.

RECITALS

WHEREAS, Seller is the owner of certain improved real property located in the County of Lenawee, City of Adrian, Michigan, at 1900 W. Beecher St. Adrian, MI 49221, identified as Parcel No. XA0-104-3155-01 and comprising approximately fifty four (54) acres, as legally described on **Exhibit A**, together with all improvements, fixtures, easements, any division rights or bonus division rights, redivision rights, licenses and permits, contract rights, hereditaments and appurtenances associated with that real estate (collectively the "**Property**").

AGREEMENT

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 the 45th-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 proration 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; and

(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;

(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) Purchaser's receipt of all approvals from the Seller and/or from all applicable third parties and/or persons (including governmental agencies) of all necessary approvals for Purchaser's intended use, including but not limited to, site plan, site condominium plan (understanding that Purchaser shall use reasonable efforts to timely prepare a customary and standard plan and submit same);and

(i) 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. **[Intentionally Omitted].**

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 (including the Prior Agreement) and understandings between the Parties pertaining to the Purchase. The parties agree that the above "Recitals Clauses" are incorporated by reference as if set forth fully herein.

(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.

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 REAL ESTATE HOLDINGS LLC
Attn. Clark Orthwein
630 George Bush Blvd.
Delray Beach, FL 33483.

Email: clarko@objectiv.com

Balance of page intentionally blank / signature page follows

Seller and Purchaser have signed or caused this Amended and Restated 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: _____

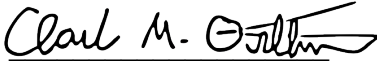
[Signatures Continue on Following Page]



[Signatures Continued from Previous Page]

PURCHASER:

OBJECTIV REAL ESTATE HOLDINGS LLC,
a Florida limited liability company

By: 
Clark Orthwein
Its: Manager

Exhibits:

Exhibit A / A-1: Legal Description / Depictions

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:

PARCEL # XA0-104-3155-01

LAND SITUATED IN THE CITY OF ADRIAN, COUNTY OF LENAWEE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

BEING PART OF THE SOUTHWEST 1/4 OF SECTION 4 AND THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWN 7 SOUTH, RANGE 3 EAST, FURTHER DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4; THENCE SOUTH 86 DEGREES 53 MINUTES 20 SECONDS WEST 1696.07 FEET ALONG THE SOUTH LINE OF SECTION 4 (CENTERLINE OF W. BEECHER ROAD, ALSO KNOWN AS HIGHWAY M-34) FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 53 MINUTES 20 SECONDS WEST 100.00 FEET ALONG THE SOUTH LINE OF SECTION 4 (CENTERLINE OF W. BEECHER ROAD, ALSO KNOWN AS HIGHWAY M-34); THENCE NORTH 03 DEGREES 06 MINUTES 40 SECONDS EAST 350.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 20 SECONDS WEST 234.32 FEET; THENCE NORTH 03 DEGREES 06 MINUTES 40 SECONDS EAST 100.06 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 51 SECONDS WEST 450.17 FEET TO SE CORNER OF PLAT OF HICKORY LANE; THENCE NORTH 03 DEGREES 04 MINUTES 56 SECONDS EAST 1312.73 FEET; THENCE NORTH 86 DEGREES 51 MINUTES 05 SECONDS WEST 182.84 FEET TO THE WEST LINE OF SECTION 4; THENCE NORTH 03 DEGREES 05 MINUTES 24 SECONDS EAST 100.00 FEET; THENCE SOUTH 86 DEGREES 51 MINUTES 05 SECONDS EAST 642.59 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 32 SECONDS EAST 969.53 FEET; THENCE SOUTH 85 DEGREES 13 MINUTES 08 SECONDS EAST 330.93 FEET; THENCE SOUTH 03 DEGREES 38 MINUTES 00 SECONDS WEST 175.64 FEET; THENCE SOUTH 87 DEGREES 11 MINUTES 11 SECONDS EAST 365.99 FEET TO THE NE CORNER OF THE WEST 1/2 OF SW 1/4 OF SECTION 4; THENCE 03 DEGREES 09 MINUTES 40 SECONDS WEST 2297.91 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 20 SECONDS WEST 364.83 FEET; THENCE SOUTH 03 DEGREES 06 MINUTES 40 SECONDS WEST 350 FEET TO THE POINT OF BEGINNING, CONTAINING 53.97 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: 1900 W Beecher Road
Adrian, Michigan 49221

Tax Parcel No.: XA0-104-3155-01

Depiction Follows at Ex. A-1



CERTIFIED BOUNDARY SURVEY

PART OF THE SOUTHWEST 1/4 OF SECTION 4, AND A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWN 7 SOUTH, RANGE 3 EAST, ADRIAN CITY, LEN. CO., MICHIGAN.
(SEE SHEET 2 FOR DESCRIPTIONS & WITNESSES)

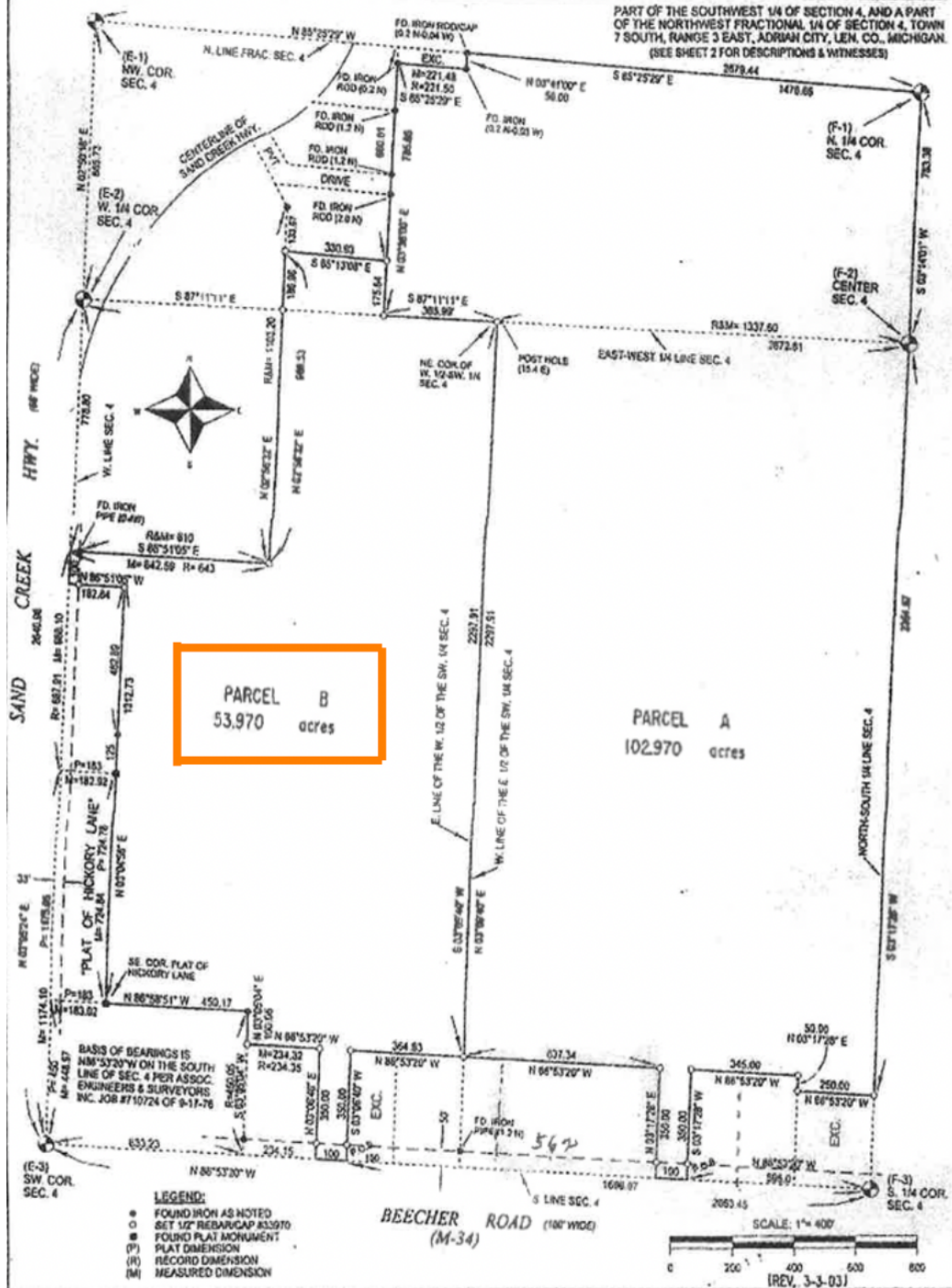


EXHIBIT B

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 REAL ESTATE HOLDINGS LLC, a Florida limited liability company,
WHOSE ADDRESS IS:	630 George Bush Blvd Delray Beach, FL 33483

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.

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.

Dated: _____, 2021.

CITY OF ADRIAN, a Michigan municipal corporation,
By: _____
Print Name: _____
Its: _____

STATE OF _____)

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).

COUNTY OF _____) ss:
_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 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 _____

RETURN TO:

OBJECTIV REAL ESTATE HOLDINGS LLC
Attn: Clark Orthwein
630 George Bush Blvd
Delray Beach, FL 33483
Email: clarko@objectiv.com
Telephone: (954) 649-7205

EXHIBIT E

Contracts Binding Purchaser

[SELLER TO DELVER COPIES OF ANY AND ALL CONTRACTS]

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 at 1900 W. Beecher Street, being tax parcel XA0-104-3155-01; and

WHEREAS, OBJECTIV GROWTH MICHIGAN LLC has submitted a proposed purchase agreement for the purchase of approximately 54 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 approximately 54 acres of real property located 1900 W. Beecher Street, being tax parcel XA0-104-3155-01, for Five Hundred Thousand Dollars (\$500,000), 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 City Administrator to execute said Purchase Agreement, and the Mayor and City Clerk to execute the 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.



MEMORANDUM



TO: Honorable Mayor and City Commission

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

RE: City Holiday Schedule

DATE: February 25, 2020

The attached resolution formalizes your discussion held at your January 19, 2021 Pre-Meeting session regarding additional City holidays. Our Human Resources Director has received the concurrence of our various collective bargaining units in these changes. Some already had Good Friday/Easter (depending on whether they work shifts that would include Easter) as a holiday.

We ask that you adopt the enclosed resolution.

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the City of Adrian ("the City") and the Police Officers Association of Michigan ("the POAM"), as follows:

1. Effective upon ratification of this Letter of Understanding by all parties, Article XXIV of the current collective bargaining agreement between the City and the POAM shall be revised to reflect the addition of Martin Luther King Day and Veterans Day to the current holiday schedule as indicated in the Collective Bargaining Agreement.
2. In all other respects, the above-referenced collective bargaining agreements shall remain unchanged.
3. This document represents the entire agreement as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by the parties.
4. This Letter of Understanding is subject to, and is contingent upon, ratification by the Adrian City Commission, and the membership of the bargaining unit.

THE CITY

By: [Signature]

Its: HR Director

Date: 2-23-21

POAM

By: [Signature]

Its: PRESIDENT

Date: 2/23/2021

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the City of Adrian ("the City") and Local 1511, International Association of Firefighters ("the IAFF"), as follows:

1. Effective upon ratification of this Letter of Understanding by all parties, Article XX of the current collective bargaining agreement between the City and the IAFF shall be revised to reflect the addition of Martin Luther King Day and Veterans Day to the current holiday schedule as indicated in the Collective Bargaining Agreement.
2. In all other respects, the above-referenced collective bargaining agreements shall remain unchanged.
3. This document represents the entire agreement as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by the parties.
4. This Letter of Understanding is subject to, and is contingent upon, ratification by the Adrian City Commission, and the membership of the bargaining unit.

THE CITY

By: *Heaven Young*

Its: *HR Director*

Date: *2-23-21*

IAFF

By: *[Signature]*

Its: *President*

Date: *2-23-21*

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the City of Adrian ("the City") and the Police Officers Labor Council ("the POLC"), as follows:

1. Effective upon ratification of this Letter of Understanding by all parties, Article XXIII of the current collective bargaining agreement between the City and the POLC shall be revised to reflect the addition of Martin Luther King Day and Veterans Day to the current holiday schedule as indicated in the Collective Bargaining Agreement.
2. In all other respects, the above-referenced collective bargaining agreements shall remain unchanged.
3. This document represents the entire agreement as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by the parties.
4. This Letter of Understanding is subject to, and is contingent upon, ratification by the Adrian City Commission, and the membership of the bargaining unit.

THE CITY

By: *[Signature]*

Its: HR Director

Date: 2-22-21

POLC

By: *[Signature]*

Its: Union President

Date: 2-19-21

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the City of Adrian ("the City") and the Adrian Public Employees Association ("the APEA"), as follows:

1. Effective upon ratification of this Letter of Understanding by all parties, Article XV of the current collective bargaining agreement between the City and the APEA shall be revised to reflect the addition of Martin Luther King Day and Veterans Day to the current holiday schedule as indicated in the Collective Bargaining Agreement.
2. In all other respects, the above-referenced collective bargaining agreements shall remain unchanged.
3. This document represents the entire agreement as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by the parties.
4. This Letter of Understanding is subject to, and is contingent upon, ratification by the Adrian City Commission, and the membership of the bargaining unit.

THE CITY

By: [Signature]

Its: HR Director

Date: 2-18-21

APEA

By: [Signature]

Its: President

Date: 02/18/2021

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the City of Adrian ("the City") and the Technical, Professional, and Office Workers Association of Michigan ("the TPOAM"), as follows:

1. Effective upon ratification of this Letter of Understanding by all parties, Article XVII of the current collective bargaining agreement between the City and the TPOAM shall be revised to reflect the addition of Martin Luther King Day and Veterans Day to the current holiday schedule as indicated in the Collective Bargaining Agreement.
2. In all other respects, the above-referenced collective bargaining agreements shall remain unchanged.
3. This document represents the entire agreement as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by the parties.
4. This Letter of Understanding is subject to, and is contingent upon, ratification by the Adrian City Commission, and the membership of the bargaining unit.

THE CITY

By: _____

Its: _____

Date: _____

TPOAM

By: Mr C Paul

Its: President

Date: 2-24-2021

R21-030

March 1, 2021

RE: HUMAN RESOURCES DEPARTMENT – Revision to the City of Adrian Holiday Schedules

RESOLUTION

WHEREAS, the Adrian City Commission has discussed the addition of paid holidays to the City of Adrian Holiday Schedule; and

WHEREAS, it has been determined the City shall be closed to recognize Martin Luther King Jr. Day, Good Friday, and Veterans Day; and

WHEREAS, the attached Letters of Understanding with the TPOAM, POAM, IAFF, POLC, and APEA, have been approved by the President of each respective collective bargaining unit.

NOW, THEREFORE, BE IT RESOLVED that Martin Luther King Jr. Day, Good Friday, and Veterans Day are be added to the non-union holiday schedule, and that the City will be closed to recognize said holidays.

BE IT FURTHER RESOLVED, that the attached Letters of Understanding from the Collective Bargaining Units referenced above are hereby approved to reflect the changes to the holiday schedules.

On motion by Commissioner _____,

Seconded by Commissioner _____, this

Resolution was adopted by a _____ vote.



March 1, 2021



MEMORANDUM

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

FROM: Robin Connor, City Clerk

SUBJECT: Lenawee County Election Coordinating Committee - Approval of the
2021 – 2024 Report and Agreement – Madison Public School District

Every four years the State of Michigan requires the review and renewal of election coordinating contracts as they pertain to public school elections across the state. Where a public-school district spans more than one voting jurisdiction, the contract coordination falls under the administration of the County Clerk.

The City of Adrian has voters that are in the Madison Public School District and has the option to "Opt-In" or "Opt-Out" of holding the election for the Madison Public School District.

The Adrian City Clerk is requesting to "Opt-Out" of holding the election and will accept the terms of the "Opt-Out" Duties & Responsibilities as per the agreement.

I respectfully recommend approval of the Lenawee County Election Coordinating Committee Agreement for the Madison Public School District, and ask that the City Commission authorize the City Clerk to sign the agreement with the Lenawee County Election Coordinating Committee for the four-year renewal report and agreement for 2021 – 2024 regarding the Madison Public School District.

Thank you,

Robin Connor
City Clerk

Lenawee County Election Coordinating Committee
2021 ~ 2024 Report and Agreement

Madison School District

SCHOOL DISTRICT	Madison School District
COUNTY	Lenawee County
ELECTION COORDINATOR	Roxann Holloway, Lenawee County Clerk
JURISDICTIONS IN SCHOOL DISTRICT	Adrian City, Pct. 3, 5 (Partial) Adrian Township, Pct. 2 (Partial) Madison Township, Pct. 1, 2 (Partial) Palmyra Township, Pct. 1 (Partial)
ELECTION COORDINATING COMMITTEE MEMBERS	Lenawee County Clerk Adrian City Clerk Adrian Township Clerk Madison Township Clerk Palmyra Township Clerk School Board Secretary or Designee, Madison School District
“OPT-IN” JURISDICTIONS	Madison Township
“OPT-OUT” JURISDICTIONS	Adrian City Adrian Township Palmyra Township
SCHOOL BOARD POSITIONS & LENGTH OF TERMS	7 members with 6-yr terms
ELECTION SCHEDULE	Even Year November

County Clerk/Election Coordinator Duties:

The Lenawee County Clerk shall serve as the “Election Coordinator” for the Madison School District and will be responsible for the following duties:

1. Receive all filings and withdrawals. MCL168.301, 303, 303(4)(6)
2. Receive all ballot proposal language. MCL 168.301(2)(d)
3. Communicate receipt of special election resolutions and ballot proposal language to non-coordinating county clerks for the purpose of ballot production and tabulator programming.
4. The Lenawee County Election Commission may adopt a resolution to consolidate the precincts 60 days prior to the election. MCL168.659
5. Certify candidates. MCL 168.301(2)(c)
6. Publish joint required notices. MCL 168.653(a)(1)
7. Prepare ballots and provide proofs. 168.711
8. Enter office, candidate and/or proposal language in the Ballot Administration portion of the Qualified Voter File. (QVF)
9. Forward names of candidates and ballot language to the neighboring County and Local Clerks involved, not less than 82 days before the election. MCL 168.312

10. Request ballot proof from outlying county, city, township responsible for conducting special election if the district's "election coordinator" does not facilitate ballot production and programming of voting equipment.
11. Ballot printing and ordering. MCL 168.689 et. Seq.
12. Order Precinct Kits. MCL 168.666
13. Coding and uploading all Election memory cards.
14. Provide certification training to election inspectors. MCL 168.683
15. Handle election day issues and "troubleshooting."
16. Transmit election results to Board of Canvassers for the canvass and certification of the election.
17. Accumulate official totals on election night. MCL 168.798
18. Canvass election, certify results, and issue Certificates. MCL 168.307(1); MCL 168.308
19. Present a verified account of the actual costs. MCL 168.315
20. Prepare and present reimbursement requests to school district.
21. Perform any other necessary functions in relation to the school election as required by law.

"Opt-In" Clerk's Duties & Responsibilities

The "Opt-In" Clerks will be responsible for the following duties:

1. Conduct each special election of the school district in their respective township. MCL 168.301
2. Notify electors if there is a change in the location of the polling place. MCL 168.305(4)
3. Distribute, receive and process absentee applications and ballots for voters within the school district. MCL 168.301(4)(a)
4. Issue MOVE & Absentee Voter Ballots during the 45 days prior to Election Day.
5. Handle the permanent Absentee Voter List including mailing Absentee Voter applications, receiving Absentee Voter applications, issuing requested Absentee Voter ballots, receiving Absentee Voter ballots.
6. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
7. Publish notice of "public accuracy test."
8. Conduct all testing of machines. MCL 168.798
9. Maintain availability during filing deadlines, voter registration, absentee voting on Election Day.
10. Perform all tasks necessary on local level to conduct an accurate election.
11. Appoint Election Inspectors through your local election commission.
12. Keep updated QVF files/print appropriate lists for all precincts within jurisdiction.
13. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
14. Enter Saturday and/or Sunday open hours in QVF and publish as required.
15. Open Clerk's office from 7am-8pm on Election Day to register voters, issue, and receive Absentee Voters ballots.
16. Set up polling places for Election Day.
17. Assist with questions and/or problems that may arise on Election Day.
18. Delivery results of the election to County Clerk on Election Night or following day by 11:00 a.m. according to type of election conducted. MCL 168.809
19. Store voted and unvoted ballots.
20. Complete the MOVE and Provisional Ballot reports in eLearning.
21. Present a verified account of the actual costs. MCL 168.315
22. Prepare and present reimbursement requests to school district or county clerk.

23. Perform any other necessary functions in relation to the school election as required by law.

“Opt-Out” Clerk’s Duties & Responsibilities

The “Opt-Out” Clerks will be responsible for the following duties:

1. Notify voter if polling location is going to change.
2. Notify Election Coordinator if jurisdiction is conducting an Election on the same date.
3. Issue MOVE & Absentee Voter Ballots during the 45 days prior to Election Day.
4. Handle the permanent Absentee Voter List including mailing Absentee Voter applications, receiving Absentee Voter applications, issuing requested Absentee Voter ballots, receiving Absentee Voter ballots (unless the opt-in & opt-out clerks agree to have completed Absentee Voter ballots mailed directly to the opt-in clerk)
5. Keep updated QVF Files.
6. Enter Saturday and/or Sunday open hours in QVF and publish as required.
7. Issue Absentee Voter applications & ballots for a total of 8 hours on the Saturday and/or Sunday before the election.
8. Open Clerk’s office from 7am-8pm on Election Day to register voters, issue, and receive Absentee Voters ballots. NOTE: Voters may not leave the clerk’s office with AV Ballots on Election. Day.
9. Opt-Out Clerks must drop-off Absentee Voter ballots to the Opt-In jurisdiction after 5:00 p.m. the Monday before the election and any AV ballots that were issued by the close of polls on Election Day.
10. Complete the MOVE and Provisional Ballot reports in eLearning.
11. Prepare and present reimbursement requests to school district or county clerk if applicable.
12. Perform any other necessary functions in relation to the school election as required by law.

Secretary of School Board Duties and Responsibilities

1. Inform County Clerk of Board positions to be elected and length of term. MCL 168.311
2. Forward certified ballot language to the County Clerk in WORD format. MCL 168.312
3. To fill a vacancy, will provide notice of appointment to the County Clerk. MCL 168.311(3)
4. Forward a copy of Acceptance of Office to the County Clerk. MCL 168.309
5. Shall pay or disapprove all or a portion of the costs for conducting the election MCL 168.315
6. Perform any other necessary functions in relation to the school election as required by law.

If a special election is called on a date provided under section 641(4), the school district election coordinating committee shall schedule the special election date. MCL 168.641, 168.312

The Lenawee County Election Commission may adopt a resolution to consolidate precincts not less than 60 days prior to the election, and designate polling locations pursuant to MCL 168.659. Consolidated precincts shall not exceed 5,000 active registered electors. Such precincts can cross city and township boundaries if desirable. The City or Township Clerk agrees to notify their affected registered electors if such precincts change any polling place voters routinely attend (MCL

168.301(4d), will mail absentee ballot applications to electors on their permanent absentee list, post appropriate notices, and deliver absentee ballots to the clerk conducting the election. (reference [MI BoE Consolidated Election Instructions and Absentee Ballot Transmittal form](#))

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

This Report and Agreement may be altered in writing and with the consent of the undersigned members. This Report and Agreement is binding effective February 5, 2021 and will expire December 31, 2024 or until such time as an amended Report and Agreement is filed with the State of Michigan, Department of State, Bureau of Elections. MCL 168.305(2)

A copy of this Report and Agreement will be filed with the State of Michigan, Bureau of Elections and with each of the following members of the Election Coordinating Committee. MCL 168.305

As members of the Election Coordinating Committee, we agree to the duties and responsibilities addressed in this Report and Agreement.

Signed and dated this 11th day of February, 2021 by the members of the Election Coordinating Committee or their designee.

Lenawee County Clerk

Adrian City Clerk or Designee

Adrian Township Clerk or Designee

Madison Township Clerk or Designee

Palmyra Township Clerk or Designee

School Board Secretary or Designee

RE: CITY CLERK – Lenawee County Election Coordinating Committee 2021 – 2024 Report and Agreement for the Madison Public School District.

RESOLUTION

WHEREAS, every four years the State of Michigan requires the review and renewal of election coordinating contracts as they pertain to public School Districts across the state. Where a public-school district spans more than one voting jurisdiction, the contract coordination falls under the administration of the County Clerk; and

WHEREAS, the clerk of any city or township that falls in the district can choose to "Opt-In" or "Opt-Out" to conduct the district's election in his or her city or township. Those clerks choosing to "Opt-Out" must still perform all of the clerk's duties and responsibilities associated with conducting the district's elections as stated in the agreement; and

WHEREAS, the City of Adrian has registered voters in the Madison Public School District and is requesting to "Opt-Out" of conducting the Madison Public School Election with the understanding that all duties and responsibilities associated with conducting such election will be done; and

WHEREAS, the City Clerk recommends approval of the Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Madison Public School District and further recommends the City Commission authorize the City Clerk to execute the agreement with the Lenawee County Election Coordinating Committee for the four-year report and agreement for 2021 – 2024 for the Madison Public School District.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Madison Public School District, and authorizes the City Clerk to choose to "Opt-Out" and to execute the agreement with the Lenawee County Election Coordinating Committee for the four-year renewal report and agreement for 2021 – 2024 for the Madison Public School District.

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



March 1, 2021



MEMORANDUM

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

FROM: Robin Connor, City Clerk

SUBJECT: Lenawee County Election Coordinating Committee - Approval of the
2021 – 2024 Report and Agreement – Le

Every four years the State of Michigan requires the review and renewal of election coordinating contracts as they pertain to public school elections across the state. Where a public-school district spans more than one voting jurisdiction, the contract coordination falls under the administration of the County Clerk.

Since the Lenawee Intermediate School District spans across every school district in the County, the City Clerk for Adrian has the option to "Opt-In" or "Opt-Out" to conduct the district's election in the city. Those clerks choosing to "Opt-In" or "Opt-Out" must perform all of the clerk's duties and responsibilities associated with conducting the district's elections as stated in the agreement

The City Clerk is requesting that the City of Adrian be one of the jurisdictions in Lenawee County to "Opt-In" for any elections held for the Lenawee Intermediate School District with the understanding that all duties and responsibilities associated with conducting such election will be done; and

I respectfully recommend approval of the Lenawee County Election Coordinating Committee Agreement for the Lenawee Intermediate School District, and ask that the City Commission authorize the City Clerk to sign the agreement with the Lenawee County Election Coordinating Committee for the four-year renewal report and agreement for 2021 – 2024 regarding the Lenawee Intermediate School District.

Thank you,

Robin Connor
City Clerk

Lenawee County Election Coordinating Committee
2021 ~ 2024 Report and Agreement

Lenawee Intermediate School District

SCHOOL DISTRICT	Lenawee Intermediate School District
COUNTY	Lenawee, Hillsdale, Jackson, Monroe, Washtenaw Counties
ELECTION COORDINATOR	Roxann Holloway, Lenawee County Clerk
JURISDICTIONS IN SCHOOL DISTRICT	All Cities/Townships/School Districts in Lenawee County Hillsdale County- Pittsford Twp., Somerset Twp., Wheatland Twp., Wright Twp. Jackson County- Liberty Twp. Monroe County- Dundee Twp., Milan Twp., Summerfield Twp. Washtenaw County- Bridgewater Twp., Manchester Twp., Saline Twp.
ELECTION COORDINATING COMMITTEE MEMBERS	Lenawee County Clerk Somerset Twp. Clerk for Addison Community Schools Woodstock Twp. Clerk for Addison Community Schools Adrian City Clerk for Adrian Public Schools Blissfield Twp. Clerk for Blissfield Community Deerfield Twp. Clerk for Britton Deerfield Schools Ridgeway Twp. Clerk for Britton Deerfield Schools Clinton Twp. Clerk for Clinton Community Schools Hudson City Clerk for Hudson Area Schools Madison Twp. Clerk for Madison School District Morenci City Clerk for Morenci Area Schools Cambridge Twp. Clerk for Onsted Community Schools Fairfield Twp. Clerk for Sand Creek Community Schools Tecumseh City Clerk for Tecumseh Public Schools LISD Board Secretary or Designee
“OPT-IN” JURISDICTIONS	Lenawee County: Adrian City Blissfield Township Cambridge Township Clinton Township Deerfield Township Fairfield Township Hudson City Madison Township Morenci City Ridgeway Township Tecumseh City Woodstock Township Hillsdale County: Somerset Township

“OPT-OUT” JURISDICTIONS	Lenawee County: Adrian Township Dover Township Franklin Township Hudson Township Macon Township Medina Township Ogden Township Palmyra Township Raisin Township Riga Township Rollin Township Rome Township Seneca Township Tecumseh Township Hillsdale County: Pittsford Township Wheatland Township Wright Township Jackson County: Liberty Township Monroe County: Dundee Township Milan Township Summerfield Township Washtenaw County: Bridgewater Township Manchester Township Saline Township
SCHOOL BOARD POSITIONS & LENGTH OF TERMS	5 members with 6-yr terms 3 members (2021) 1 member (2023) 1 member (2025)
ELECTION SCHEDULE	Odd Year June

County Clerk/Election Coordinator Duties:

The Lenawee County Clerk shall serve as the “Election Coordinator” for the Lenawee Intermediate School District and will be responsible for the following duties:

1. Receive all filings and withdrawals. MCL168.301, 303, 303(4)(6)
2. Receive all ballot proposal language. MCL 168.301(2)(d)
3. Communicate receipt of special election resolutions and ballot proposal language to non-coordinating county clerks for the purpose of ballot production and tabulator programming.
4. The Lenawee County Election Commission may adopt a resolution to consolidate the precincts 60 days prior to the election. MCL168.659
5. Certify candidates. MCL 168.301(2)(c)

6. Publish joint required notices. MCL 168.653(a)(1)
7. Prepare ballots and provide proofs. 168.711
8. Enter office, candidate and/or proposal language in the Ballot Administration portion of the Qualified Voter File. (QVF)
9. Forward names of candidates and ballot language to the neighboring County and Local Clerks involved, not less than 82 days before the election. MCL 168.312
10. Request ballot proof from outlying county, city, township responsible for conducting special election if the district's "election coordinator" does not facilitate ballot production and programming of voting equipment.
11. Ballot printing and ordering. MCL 168.689 et. Seq.
12. Order Precinct Kits. MCL 168.666
13. Coding and uploading all Election memory cards.
14. Provide certification training to election inspectors. MCL 168.683
15. Handle election day issues and "troubleshooting."
16. Transmit election results to Board of Canvassers for the canvass and certification of the election.
17. Accumulate official totals on election night. MCL 168.798
18. Canvass election, certify results, and issue Certificates. MCL 168.307(1); MCL 168.308
19. Present a verified account of the actual costs. MCL 168.315
20. Prepare and present reimbursement requests to school district.
21. Perform any other necessary functions in relation to the school election as required by law.

"Opt-In" Clerk's Duties & Responsibilities

The "Opt-In" Clerks will be responsible for the following duties:

1. Conduct each special election of the school district in their respective city. MCL 168.301
2. Notify electors if there is a change in the location of the polling place. MCL 168.305(4)
3. Distribute, receive and process absentee applications and ballots for voters within the school district. MCL 168.301(4)(a)
4. Issue MOVE & Absentee Voter Ballots during the 45 days prior to Election Day.
5. Handle the permanent Absentee Voter List including mailing Absentee Voter applications, receiving Absentee Voter applications, issuing requested Absentee Voter ballots, receiving Absentee Voter ballots for all voters within the school district.
6. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
7. Publish notice of "public accuracy test."
8. Conduct all testing of machines. MCL 168.798
9. Maintain availability during filing deadlines, voter registration, absentee voting on Election Day.
10. Perform all tasks necessary on local level to conduct an accurate election.
11. Appoint Election Inspectors through your local election commission.
12. Keep updated QVF files/print appropriate lists for all precincts within jurisdiction.
13. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
14. Enter Saturday and/or Sunday open hours in QVF and publish as required.
15. Open Clerk's office from 7am-8pm on Election Day to register voters, issue, and receive Absentee Voters ballots.
16. Set up polling places for Election Day.
17. Assist with questions and/or problems that may arise on Election Day.

18. Delivery results of the election to County Clerk on Election Night or following day by 11:00 a.m. according to type of election conducted. MCL 168.809
19. Complete the MOVE and Provisional Ballot reports in eLearning.
20. Store voted and unvoted ballots.
21. Present a verified account of the actual costs. MCL 168.315
22. Prepare and present reimbursement requests to school district or county clerk.
23. Perform any other necessary functions in relation to the school election as required by law.

“Opt-Out” Clerk’s Duties & Responsibilities

The “Opt-Out” Clerks will be responsible for the following duties:

1. Notify voter if polling location is going to change.
2. Notify Election Coordinator if jurisdiction is conducting an Election on the same date.
3. Keep updated QVF files.
4. Issue MOVE & Absentee Voter Ballots during the 45 days prior to Election Day (unless opt-in clerks agree to do this for all voters within the school district)
5. Handle the permanent Absentee Voter List including mailing Absentee Voter applications, receiving Absentee Voter applications, issuing requested Absentee Voter ballots, receiving Absentee Voter ballots for all voters within the school district. Day (unless opt-in clerks agree to do this for all voters within the school district)
6. Enter Saturday and/or Sunday open hours in QVF and publish as required.
7. Issue Absentee Voter applications & ballots for a total of 8 hours on the Saturday and/or Sunday before the election.
8. Open Clerk’s office from 7am-8pm on Election Day to register voters, issue, and receive Absentee Voters ballots. NOTE: Voters may not leave the clerk’s office with AV Ballots on Election Day.
9. Opt-Out Clerks must drop-off Absentee Voter ballots to the Opt-In jurisdiction after 5:00 p.m. the Monday before the election and any AV ballots that were issued by the close of polls on Election Day.
10. Complete the MOVE and Provisional Ballot reports in eLearning.
11. Prepare and present reimbursement requests to school district or county clerk.
12. Perform any other necessary functions in relation to the school election as required by law.

Secretary of School Board Duties and Responsibilities

1. Inform County Clerk of Board positions to be elected and length of term. MCL 168.311
2. Forward certified ballot language to the County Clerk in WORD format. MCL 168.312
3. To fill a vacancy, will provide notice of appointment to the County Clerk. MCL 168.311(3)
4. Forward a copy of Acceptance of Office to the County Clerk. MCL 168.309
5. Shall pay or disapprove all or a portion of the costs for conducting the election MCL 168.315
6. Perform any other necessary functions in relation to the school election as required by law.

If a special election is called on a date provided under section 641(4), the school district election coordinating committee shall schedule the special election date. MCL 168.641, 168.312

The Lenawee County Election Commission may adopt a resolution to consolidate precincts not less than 60 days prior to the election, and designate polling locations pursuant to MCL 168.659. Consolidated precincts shall not exceed 5,000 active registered electors. Such precincts can cross city and township boundaries if desirable. The City or Township Clerk agrees to notify their affected registered electors if such precincts change any polling place voters routinely attend (MCL 168.301(4d), will mail absentee ballot applications to electors on their permanent absentee list, post appropriate notices, and deliver absentee ballots to the clerk conducting the election. (reference [MI BoE Consolidated Election Instructions and Absentee Ballot Transmittal form](#))

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

This Report and Agreement may be altered in writing and with the consent of the undersigned members. This Report and Agreement is binding effective February 5, 2021 and will expire December 31, 2024 or until such time as an amended Report and Agreement is filed with the State of Michigan, Department of State, Bureau of Elections. MCL 168.305(2)

A copy of this Report and Agreement will be filed with the State of Michigan, Bureau of Elections and with each of the following members of the Election Coordinating Committee. MCL 168.305

As members of the Election Coordinating Committee, we agree to the duties and responsibilities addressed in this Report and Agreement.

Signed and dated this 11th day of February, 2021 by the members of the Election Coordinating Committee or their designee.

Lenawee County Jurisdictions:

Lenawee County Clerk

Adrian City Clerk or Designee

Adrian Township Clerk or Designee

Blissfield Township Clerk or Designee

Cambridge Township Clerk or Designee

Clinton Township Clerk or Designee

Deerfield Township Clerk or Designee

Dover Township Clerk or Designee

Fairfield Township Clerk or Designee

Franklin Township or Designee

Hudson City Clerk or Designee

Hudson Township or Designee

Macon Township Clerk or Designee

Madison Township Clerk or Designee

Medina Township or Designee

Morenci City Clerk or Designee

Ogden Township Clerk or Designee

Palmyra Township Clerk or Designee

Raisin Township Clerk or Designee

Ridgeway Township Clerk or Designee

Riga Township Clerk or Designee

Rollin Township Clerk or Designee

Rome Township Clerk or Designee

Seneca Township Clerk or Designee

Tecumseh City Clerk or Designee

Tecumseh Township Clerk or Designee

Woodstock Township Clerk or Designee

Hillsdale County Jurisdictions:

Pittsford Township Clerk or Designee

Somerset Township Clerk or Designee

Wheatland Township Clerk or Designee

Wright Township Clerk or Designee

Jackson County Jurisdictions:

Liberty Township Clerk or Designee
Monroe County Jurisdictions:

Dundee Township Clerk or Designee

Milan Township Clerk or Designee

Summerfield Township Clerk or Designee

Washtenaw County Jurisdictions:

Bridgewater Township Clerk or Designee

Manchester Township Clerk or Designee

Saline Township Clerk or Designee

Lenawee Intermediate School District:

LISD Board Secretary or Designee

RE: CITY CLERK – To approve the Lenawee County Election Coordinating Committee 2021 – 2024 Report and Agreement for the Lenawee Intermediate School District.

RESOLUTION

WHEREAS, every four years the State of Michigan requires the review and renewal of election coordinating contracts as they pertain to public School Districts across the state. Where a public-school district spans more than one voting jurisdiction, the contract coordination falls under the administration of the County Clerk; and

WHEREAS, since the Lenawee Intermediate School District spans across every school district in the County, the City Clerk for Adrian has the option to "Opt-In" or "Opt-Out" to conduct the district's election in the city. Those clerks choosing to "Opt-In" or "Opt-Out" must perform all of the clerk's duties and responsibilities associated with conducting the district's elections as stated in the agreement; and

WHEREAS, the City Clerk is requesting that the City of Adrian be one of the jurisdictions in Lenawee County to "Opt-In" for any elections held for the Lenawee Intermediate School District with the understanding that all duties and responsibilities associated with conducting such election will be done; and

WHEREAS, the City Clerk recommends approval of the Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Lenawee Intermediate School District and further recommends the City Commission to authorize the City Clerk to execute the agreement with the Lenawee County Election Coordinating Committee for the four-year report and agreement for 2021 – 2024 for the Lenawee Intermediate School District.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the Lenawee County Election Coordinating Committee 2021-2024 Agreement for the Lenawee Intermediate School District, and authorizes the City Clerk to choose to "Opt-In" and to execute the agreement with the Lenawee County Election Coordinating Committee for the four-year renewal report and agreement for 2021 – 2024 for the Lenawee Intermediate School District.

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



Lenawee County Election Coordinating Committee
2021 ~ 2024 Report and Agreement

Adrian Public Schools

SCHOOL DISTRICT	Adrian Public Schools
COUNTY	Lenawee
ELECTION COORDINATOR	Roxann Holloway, Lenawee County Clerk
JURISDICTIONS IN SCHOOL DISTRICT	Adrian City Pct. 1,2,3,4,5,6 (Partial) Adrian Township., Pct. 2 (Partial) Dover Township, Pct. 1 (Partial) Franklin Township, Pct. 1 (Partial) Madison Township, Pct. 1,2,3 (Partial) Palmyra Township, Pct. 1, (Partial) Raisin Township, Pct. 1,2 (Partial) Rome Township, Pct. 1 (Partial)
ELECTION COORDINATING COMMITTEE MEMBERS	Lenawee County Clerk Adrian City Clerk Adrian Township Clerk Dover Township Clerk Franklin Township Clerk Madison Township Clerk Palmyra Township Clerk Raisin Township Clerk Rome Township Clerk School Board Secretary or Designee, Adrian Public Schools
“OPT-IN” JURISDICTIONS	Adrian City
“OPT-OUT” JURISDICTIONS	Adrian Township Dover Township Franklin Township Madison Township Palmyra Township Raisin Township Rome Township
SCHOOL BOARD POSITIONS & LENGTH OF TERMS	7 members with 6-yr terms 2 members (2022) 3 members (2024) 2 members (2026)
ELECTION SCHEDULE	Even Year November

County Clerk/Election Coordinator Duties:

The Lenawee County Clerk shall serve as the “Election Coordinator” for the Adrian Public Schools and will be responsible for the following duties:

1. Receive all filings and withdrawals. MCL168.301, 303, 303(4)(6)

2. Receive all ballot proposal language. MCL 168.301(2)(d)
3. Communicate receipt of special election resolutions and ballot proposal language to non-coordinating county clerks for the purpose of ballot production and tabulator programming.
4. The Lenawee County Election Commission may adopt a resolution to consolidate the precincts 60 days prior to the election. MCL168.659
5. Certify candidates. MCL 168.301(2)(c)
6. Publish joint required notices. MCL 168.653(a)(1)
7. Prepare ballots and provide proofs. 168.711
8. Enter office, candidate and/or proposal language in the Ballot Administration portion of the Qualified Voter File. (QVF)
9. Forward names of candidates and ballot language to the neighboring County and Local Clerks involved, not less than 82 days before the election. MCL 168.312
10. Request ballot proof from outlying county, city, township responsible for conducting special election if the district's "election coordinator" does not facilitate ballot production and programming of voting equipment.
11. Ballot printing and ordering. MCL 168.689 et. Seq.
12. Order Precinct Kits. MCL 168.666
13. Coding and uploading all Election memory cards.
14. Provide certification training to election inspectors. MCL 168.683
15. Handle election day issues and "troubleshooting."
16. Transmit election results to Board of Canvassers for the canvass and certification of the election.
17. Accumulate official totals on election night. MCL 168.798
18. Canvass election, certify results, and issue Certificates. MCL 168.307(1); MCL 168.308
19. Present a verified account of the actual costs. MCL 168.315
20. Prepare and present reimbursement requests to school district.
21. Perform any other necessary functions in relation to the school election as required by law.

"Opt-In" Clerk's Duties & Responsibilities

The "Opt-In" Clerks will be responsible for the following duties:

1. Conduct each special election of the school district in their respective city. MCL 168.301
2. Notify electors if there is a change in the location of the polling place. MCL 168.305(4)
3. Distribute, receive and process absentee applications and ballots for voters within the school district. MCL 168.301(4)(a)
4. Issue MOVE & Absentee Voter Ballots during the 45 days prior to Election Day.
5. Handle the permanent Absentee Voter List including mailing Absentee Voter applications, receiving Absentee Voter applications, issuing requested Absentee Voter ballots, receiving Absentee Voter ballots for all voters within the school district.
6. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
7. Publish notice of "public accuracy test."
8. Conduct all testing of machines. MCL 168.798
9. Maintain availability during filing deadlines, voter registration, absentee voting on Election Day.
10. Perform all tasks necessary on local level to conduct an accurate election.
11. Appoint Election Inspectors through your local election commission.
12. Keep updated QVF files/print appropriate lists for all precincts within jurisdiction.

13. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
14. Enter Saturday and/or Sunday open hours in QVF and publish as required.
15. Open Clerk's office from 7am-8pm on Election Day to register voters, issue, and receive Absentee Voters ballots.
16. Set up polling places for Election Day.
17. Assist with questions and/or problems that may arise on Election Day.
18. Delivery results of the election to County Clerk on Election Night or following day by 11:00 a.m. according to type of election conducted. MCL 168.809
19. Store voted and unvoted ballots.
20. Complete the MOVE and Provisional Ballot reports in eLearning.
21. Present a verified account of the actual costs. MCL 168.315
22. Prepare and present reimbursement requests to school district or county clerk.
23. Perform any other necessary functions in relation to the school election as required by law.

"Opt-Out" Clerk's Duties & Responsibilities

The "Opt-Out" Clerks will be responsible for the following duties:

1. Notify voter if polling location is going to change.
2. Notify Election Coordinator if jurisdiction is conducting an Election on the same date.
3. Keep updated QVF files.
4. Issue MOVE & Absentee Voter Ballots during the 45 days prior to Election Day.
5. Handle the permanent Absentee Voter List including mailing Absentee Voter applications, receiving Absentee Voter applications, issuing requested Absentee Voter ballots, receiving Absentee Voter ballots (unless the opt-out & opt-in clerks agree to have completed Absentee Voter ballots mailed directly to the opt-in clerk)
6. Enter Saturday and/or Sunday open hours in QVF and publish as required.
7. Issue Absentee Voter applications & ballots for a total of 8 hours on the Saturday and/or Sunday before the election.
8. Open Clerk's office from 7am-8pm on Election Day to register voters, issue, and receive Absentee Voters ballots. NOTE: Voters may not leave the clerk's office with their AV Ballots on Election Day.
9. Opt-Out Clerks must drop-off Absentee Voter ballots to the Opt-In jurisdiction after 5:00 p.m. the Monday before the election and any AV ballots that were issued by the close of polls on Election Day.
10. Complete the MOVE and Provisional Ballot reports in eLearning.
11. Prepare and present reimbursement requests to school district or county clerk.
12. Perform any other necessary functions in relation to the school election as required by law.

Secretary of School Board Duties and Responsibilities

1. Inform County Clerk of Board positions to be elected and length of term. MCL 168.311
2. Forward certified ballot language to the County Clerk in WORD format. MCL 168.312
3. To fill a vacancy, will provide notice of appointment to the County Clerk. MCL 168.311(3)
4. Forward a copy of Acceptance of Office to the County Clerk. MCL 168.309
5. Shall pay or disapprove all or a portion of the costs for conducting the election MCL 168.315

6. Perform any other necessary functions in relation to the school election as required by law.

If a special election is called on a date provided under section 641(4), the school district election coordinating committee shall schedule the special election date. MCL 168.641, 168.312

The Lenawee County Election Commission may adopt a resolution to consolidate precincts not less than 60 days prior to the election, and designate polling locations pursuant to MCL 168.659. Consolidated precincts shall not exceed 5,000 active registered electors. Such precincts can cross city and township boundaries if desirable. The City or Township Clerk agrees to notify their affected registered electors if such precincts change any polling place voters routinely attend (MCL 168.301(4d), will mail absentee ballot applications to electors on their permanent absentee list, post appropriate notices, and deliver absentee ballots to the clerk conducting the election. (reference [MI BoE Consolidated Election Instructions and Absentee Ballot Transmittal form](#))

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

This Report and Agreement may be altered in writing and with the consent of the undersigned members. This Report and Agreement is binding effective February 5, 2021 and will expire December 31, 2024 or until such time as an amended Report and Agreement is filed with the State of Michigan, Department of State, Bureau of Elections. MCL 168.305(2)

A copy of this Report and Agreement will be filed with the State of Michigan, Bureau of Elections and with each of the following members of the Election Coordinating Committee. MCL 168.305

As members of the Election Coordinating Committee, we agree to the duties and responsibilities addressed in this Report and Agreement.

Signed and dated this 11th day of February, 2021 by the members of the Election Coordinating Committee or their designee.

Lenawee County Clerk

Adrian City Clerk or Designee

Adrian Township Clerk or Designee

Dover Township Clerk or Designee

Franklin Township Clerk or Designee

Madison Township Clerk or Designee

Palmyra Township Clerk or Designee

Raisin Township Clerk or Designee

Rome Township Clerk or Designee

School Board Secretary or Designee

RE: CITY CLERK – To approve the amendment to the Lenawee County Election Coordinating Committee 2021-2024 Report and Agreement – Adrian Public School District.

RESOLUTION

WHEREAS, the Adrian City Commission adopted a resolution approving the City Clerk to execute the agreement with the Lenawee County Election Coordinating Committee for the four-year renewal report and agreement for 2021 – 2024 for the Adrian Public School District.

WHEREAS, the agreement was changed by the Lenawee County Election Coordinating Committee adding Item# 5 to the "Opt-Out" Clerk's Duties & Responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the Adrian City Commission, by this resolution, hereby approves the amended Lenawee County Election Coordinating Committee 2021-2024 Agreement, and authorizes the City Clerk to execute the agreement with the Lenawee County Election Coordinating Committee for the four-year renewal report and agreement for 2021 – 2024.

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

