

301 East Main Street Lowell, Michigan 49331 Phone (616) 897-8457 Fax (616) 897-4085

### CITY OF LOWELL CITY COUNCIL AGENDA MONDAY, JANUARY 3 2022, 7:00 P.M.

- 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
- 2. ELECTION OF OFFICERS AND ORGANIZATION
  - a. Mayor
  - b. Mayor Pro Tem
  - c. Review and Adoption of Council Rules of Procedure
- 3. CONSENT AGENDA
  - Approval of the Agenda.
  - Approve and place on file the minutes of the December 20, 2021 Regular City Council meeting.
  - Approve the 2022 meeting dates.
  - Lowell Area Schools Collection of Summer Property Taxes for 2022.
  - Authorize payment of invoices in the amount of \$68,512.25.
- 4. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA

IF YOU WISH TO ADDRESS AN AGENDA ITEM, PUBLIC COMMENT FOR EACH ITEM WILL OCCUR AFTER THE INITIAL INFORMATION IS SHARED ON THE MATTER AND INITIAL DELIBERATIONS BY THE PUBLIC BODY. PUBLIC COMMENT WILL OCCUR BEFORE A VOTE ON THE AGENDA ITEM OCCURS.

- 5. OLD BUSINESS
  - a. Ware Road Presentation
  - b. 990 N. Washington
  - c. Resolution 01-22 Poverty Exemption
- 6. NEW BUSINESS
  - a. Annual Authorization of Signature for City Bank Accounts and Designation of Depository Banks
- 7. BOARD/COMMISSION REPORTS
- 8. MANAGER'S REPORT
- 9. APPOINTMENTS
- 10. COUNCIL COMMENTS
- 11. ADJOURNMENT

NOTE: Any person who wishes to speak on an item included on the printed meeting agenda may do so. Speakers will be recognized by the Chair, at which time they will be allowed five (5) minutes maximum to address the Council. A speaker representing a subdivision association or group will be allowed ten (10) minutes to address the Council.



301 East Main Street Lowell, Michigan 49331 Phone (616) 897-8457 Fax (616) 897-4085 www.ci.lowell.mi.us

### **MEMORANDUM**

TO:

Lowell City Council

FROM:

Michael Burns, City Manager

RE:

Council Agenda for Monday, January 3, 2021

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### 2. ELECTION OF OFFICERS AND ORGANIZATION

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- b. Mayor Pro Tem
- c. Review and Adoption of Council Rules of Procedure

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### 5. OLD BUSINESS

- a. Ware Road Presentation Reports provided.
- b. 990 N. Washington City Manager Michael Burns provided a memo.

Direction is needed from the Council.

c. Resolution 01-22, Poverty Exemption- City Manager Michael Burns provided a memo.

Recommended Motion – That the Lowell City Council approve Resolution 01-22 to adopt a current poverty exemption policy and guidelines in accordance with the General Property Tax Act.

### 6. NEW BUSINESS

a. <u>Annual Authorization of Signature for City Bank Accounts and Designation of Depository Banks.</u> Memo is provided by City Treasurer Suzanne Olin.

Recommended Motion: That the Lowell City Council approve the annual authorization of signatures for City Bank Accounts and designation of depository banks as proposed.

- 7. BOARD/COMMISSION REPORTS
- 8. MANAGER'S REPORT
- 9. APPOINTMENTS
- 10 COUNCIL COMMENTS
- 11. ADJOURNMENT



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### RULES OF PROCEDURE FOR THE LOWELL CITY COUNCIL 2022

### A. REGULAR AND SPECIAL MEETINGS

All meetings of the City Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

### 1. Regular meetings

Regular meetings of the City Council will be held on the first and third Monday of each month beginning at 7 p.m. at the City office unless otherwise rescheduled by resolution of the Council.

### 2. Special Meetings

A special meeting shall be called by the Clerk upon the written request of the Mayor or any two members of the Council on at least 48 hours' written notice to each member of the Council served personally or left at the Councilmember's usual place of residence. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the Council unless the item has been stated in the notice of such meeting.

### 3. Posting requirements for regular and special meeting

- a. During the second regular meeting of December, the City Council will establish the dates, times and places of the regular bimonthly Council meetings. The listing will be posted in the City offices.
- b. For a rescheduled regular or a special meeting of the Council, a public notice stating the date, time and place of the meeting shall be posted at least 18 hours before the meeting at the City office.
- c. The notice described above is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the City's efforts in responding to the threat.

### 4. Minutes of regular and special meetings

The Clerk shall attend the Council meetings and record all the proceedings and resolutions of the Council in accordance with the Open Meetings Act. In the absence of the Clerk, the City Manager may appoint a member of City staff to temporarily perform the Clerk's duties.

Within 8 days of a Council meeting, the draft minutes shall be prepared by the Clerk and shall be placed on the city website for public viewing.

A copy of the minutes of each regular or special Council meeting shall be available for public inspection at the City offices during regular business hours.

### 5. Work Sessions

Upon the call of the Mayor or the Council and with at least 48 hours notice to the Councilmembers and to the public, the Council may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Councilmember enter into a formal commitment with another member regarding a vote to be taken subsequently.

An agenda shall be prepared at least 48 hours prior to the work session.

Work sessions shall be audio/video recorded in accordance with other provisions of these Rules of Procedure.

### B. CONDUCT OF MEETINGS

### 1. Meetings to be public

All official meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the Council shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

The City Clerk shall record all regular and special City Council meetings by audio device. Upon approval of that meeting's minutes, the audio shall be destroyed except in the absence of a video. The meetings shall be videoed. These will be stored electronically and available to the public for reviewing.

### 2. Agenda preparation

An agenda for each regular Council meeting shall be prepared by the City Manager with the following order of business:

- a. Call to Order; Pledge of Allegiance, Roll Call
- b. Consent Agenda
- c. Citizen Comments for Items Not on the Agenda
- d. Old Business
- e. New Business
- f. Board/Commission Reports
- g. Monthly Reports (prepared for the second regular meeting of the month)
- h. Appointments to Commissions and Boards
- i. Manager's Report
- j. Council Comments
- k. Executive Session
- Adjournment

Any Councilmember shall have the right to request new/additional items to the regular agenda during the Approval of the Agenda item of business.

### 3. Agenda distribution

Agendas shall be distributed so that Councilmembers receive their agendas by the Friday evening before the Monday meeting. Agendas will be distributed to Councilmember's place of residence.

### 4. Quorum

A majority of the elected or appointed and serving members of the Council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

### 5. Attendance at council meetings

Election to the City Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in Council activities and represent the residents of the City. Attendance at Council meetings is critical to fulfilling this responsibility.

The Council may excuse absences for cause. Such cause must be communicated with the clerk prior to the meeting. If a Councilmember has more than three unexcused successive absences for regular or special Council meetings, the Council may enact a resolution of reprimand. In the event that the member's absences continue for more than three additional successive regular or special meetings of the Council, the Council may enact a resolution of censure or request the Councilmember's resignation or both.

### 6. Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The Mayor is the presiding officer. The Mayor Pro Tem shall preside in the absence of the Mayor. In the absence of the Mayor and Mayor Pro Tem, the member present who has the longest consecutive service on the Council shall preside.

### 7. Disorderly conduct

The Mayor may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by special leave of the Council. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the sergeant at arms to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

### C. CLOSED MEETINGS

### 1. Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting. MCL 15.268 Sec. 8(a)
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing. MCL 15.268 Sec. 8(c)
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. MCL 15.268 Sec. 8(d)
- d. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council. MCL 15.268 Sec. 8(e)
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting. MCL 15.268 Sec. 8(f)
- f. To consider material exempt from discussion or disclosure by state or federal statute. MCL 15.268 Sec. 8(h)

### 2. Calling closed meetings

At a regular or special meeting, the Councilmembers, elected or appointed and serving, may call a closed session by a two-thirds roll call vote for purposes (c), (d), (e) and (f) above, and by a simple majority for purposes (a) and (b). The roll call vote, the purpose(s) for calling the closed meeting, and the time in which the vote was taken shall be entered into the minutes of the open session during which the vote is taken. In addition, the time in which the Council returned to open session shall be recorded in the open session minutes.

### 3. Minutes of closed meetings

A separate set of minutes shall be taken by the Clerk or the designated secretary of the Council at the closed session. These minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Open Meetings Act. These minutes shall be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

### D. DISCUSSION AND VOTING

### 1. Rules of parliamentary procedure

The rules of parliamentary practice as contained in the latest edition of Robert's Rules of Order shall govern the Council in all cases to which they are applicable, provided that they are not in conflict with these rules, City ordinances or applicable state statutes. The Mayor may appoint a parliamentarian.

The chair shall preserve order and decorum and may speak to points of order in preference to other Councilmembers. The chair shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Councilmembers present.

Any member may appeal to the Council a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the presiding officer may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the chair be sustained?" If the majority of the members present vote "yes," the ruling of the chair is sustained; otherwise it is overruled.

### 2. Conduct of discussion

During the Council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

No member shall speak more than once on the same question until every member desiring to speak to that question shall have had the opportunity to do so.

The chair, at his or her discretion and subject to the appeal process mentioned in Section D.1., may permit any person to address the Council during its deliberations.

### 3. Ordinances and resolutions

No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes.

### 4. Roll call

In all roll call votes, the names of members of the Council shall be called in random order as determined by the City Clerk.

### 5. Duty to vote

Election to a deliberative body carries with it the obligation to vote. Councilmembers present at a Council meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A Councilmember who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting.

Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the City Attorney shall be binding on the Council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the City Attorney.

The right to vote is limited to the members of Council present at the time the vote is taken. Voting by proxy or by telephone is not permitted.

All votes must be held and determined in public; no secret ballots are permitted.

### 6. Results of voting

In all cases where a vote is taken, the chair shall declare the result.

It shall be in order for any Councilmember voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Council. When a motion to reconsider fails, it cannot be renewed.

### E. CITIZEN COMMENTS

### 1. General

Each Council meeting agenda shall provide for reserve time for citizen comments as requested.

### 2. Length of presentation - public hearings and public participation

Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes during any public hearing or public comment. The Sergeant of Arms shall notify the chair when time has expired.

At the discretion of the chair, the time for speaking may be added or reduced.

### 3. Person addressing the City Council

Prior to addressing the Council, members of the public may state their name and address and, if appropriate, group affiliation. The Council may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

#### 4. Deviation

Either in his/her discretion, or upon the request of a member of the Council, the Mayor may recognize a member of the audience who shall be permitted to address the Council at a time other than audience participation; however, all other rules as provided herein shall apply.

### 5. Request to speak during citizen comments

Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.

### 6. Requests to speak during regular agenda items

Any person who wishes to speak on an item included on the printed meeting agenda may do so. Speakers will be recognized by the Chair, at which time they will be required to state their name and will be allowed five (5) minutes maximum to address the Council.

### F. MISCELLANEOUS

### 1. Adoption and amendment of rules of procedure

These rules of procedure of the Council will be placed on the organizational meeting agenda for review and adoption. A copy of the rules adopted shall be distributed to each Councilmember.

The Council may alter or amend its rules at any time by a vote of a majority of its members after written notice has been given of the proposed alteration or amendment. The notice shall be given at least 48 hours in advance with a written copy of the proposed alteration or amendment provided to each Councilmember.

### 2. Suspension of rules

The rules of the Council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that Council actions shall conform to state statutes and to the Michigan and the United States Constitutions.

### 3. Bid awards

Bids will be awarded by the Council during regular or special meetings. A bid award may be made at a special meeting of the Council if that action is announced in the notice of the special meeting.

### 4. Special committees

Special committees may be established for a specific period of time by the Mayor or by a resolution of the Council which specifies the task of the special committee and the date of its dissolution.

### 5. Authorization for contacting the City Attorney

The following officials (by title) are authorized to contact the City Attorney regarding municipal matters:

Mayor and City Councilmembers

City Manager

City Department Heads (upon approval of the City Manager)

6. These Rules of Procedure shall apply except as otherwise provided by the City Charter and/or applicable state statutes.

### G. CERTIFICATE OF ADOPTION

Certified to be complete and accurate set of Rules of Procedures of the City Council of the City of Lowell, Michigan adopted by resolution of its regular meeting held January 3, 2022.

Adopted: January 3, 2022	
1 3 7 7	Susan S. Ullery
	City Clerk
	City of Lowell

# PROCEEDINGS OF CITY COUNCIL MEETING OF THE CITY OF LOWELL MONDAY, DECEMBER 20, 2021, 7:00 P.M.

### 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL.

The Regular Meeting was called to order at 7:00 p.m. by Mayor DeVore and City Treasurer Sue Olin called roll.

Present: Councilmembers' Cliff Yankovich, Marty Chambers, Leah Groves, Jim Salzwedel and Mayor DeVore.

Absent: None.

Also Present: City Treasurer Sue Olin, DPW Director Dan Czarnecki, Chief of Police Chris Hurst and City Attorney Tim Forshee.

### 2. **CONSENT AGENDA.**

- Approval of the Agenda
- Approve and place on file the minutes of the December 6, 2021, Regular City Council Meeting
- Authorize payment of invoices in the amount of \$385,154.47.

IT WAS MOVED BY CHAMBERS and seconded by GROVES to approve the consent agenda as amended.

YES: Councilmember Groves, Mayor DeVore, Councilmember Salzwedel, Councilmember Yankovich and Councilmember Chambers.

NO: None.

ABSENT: None.

MOTION CARRIED.

### 3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There was none.

### 4. OLD BUSINESS.

There was none.

### 5. **NEW BUSINESS.**

### a. Audit Presentation.

Peter Haefner of Vredeveld Haefner LLC reviewed the City of Lowell's financial statements for the year ended June 30, 2021.

In their opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely

presented component unit, each major fund, and the aggregate remaining fund information of the City of Lowell, Michigan, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United State of America.

### b. Fire Station Key Cards.

City Manager Michael Burns read memo stating the City of Lowell owns the building where the fire station resides. He has received a request from Chief Witherell from the Lowell Area Fire Department to purchase the same security key card system, the City uses for the Police Station, DPW Building, Showboat and City Hall for the Fire Station. The Fire Department has received a proposal from Allied Universal for the system. Total cost to add the system is \$18,098.24. Request is only for the City of Lowell rather than for all three municipalities because the building is owned by the City and the quote received is valid until January 2, 2022 and there is anticipated 10% increase for this after the date the quote is valid. Key Card cost will be funded in the following expenditures.

### c. Unassigned Fund Balance.

City Manager Michael Burns read his memo stating in November, I had mentioned last fiscal year (2019-2020) we had approximately \$200,000 in fund balance added to the general fund giving us approximately \$1.2 million in reserve. At the time, we were 33% funded (\$1,000,000) prior to these funds being added to the reserve, we took \$75,000 of this and applied it toward the Fire Truck purchase and the remaining \$125,000 to make a payment towards the unfunded pension liability. As the final amounts were tailed this year, it appears these payments never needed to be made from the fund reserve but were from our 2020-2021 revenues. Burns then broke down the expenditures from the additional fund balance asking City Council to consider.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH that the Lowell City Council approve the expenditures of \$401,465 from our unassigned general fund balance in the manner explained.

YES: Councilmember Yankovich, Councilmember Chambers, Councilmember Groves, Mayor DeVore, and Councilmember Salzwedel.

NO: None.

ABSENT: None.

MOTION CARRIED.

### d. Water Billing Assistance.

City Manager Michael Burns read his memo stating he received notification from Kent County Community Action (KCCA) that \$1.7 million for low income household water/wastewater assistance is available. These funds would be allocated as direct payments to municipal water/wastewater utilities for low income households who are at risk of utility shutoff for non-payment. This program would be eligible to households who are eligible at 150% of the poverty level or below. The maximum payment per fiscal year is \$650 which would include any fees needed for reconnection. One stipulation is the municipality who receives payment for the affected household must guarantee service for at least 90

days after receipt of payment. KCCA will work with the applicant directly to ensure they qualify for the program and are in jeopardy of being connected. If the City is interested in having this program eligible for residents in need of this service, the City needs to approve the agreement. The program would remain in place until September 30, 2023.

IT WAS MOVED BY YANKOVICH and seconded by SALZWEDEL that the Lowell City Council partner with Kent County Community Action for them to provide assistance to low income residents of the City of Lowell to prevent utility shutoff for non-payment of water/sewer services.

YES: Councilmember Chambers, Councilmember Groves, Mayor DeVore, Councilmember Salzwedel, and Councilmember Yankovich.

NO: None.

ABSENT: None.

MOTION CARRIED.

### e. Recreation Master Plan Update.

DPW Director Dan Czarnecki stated the current five-year Recreation Master Plan expires at the end of 2022. The process of updating and submitting a new Master plan takes a while to work through all the necessary steps. A new five-year document is needed in 2023 that will inventory the available recreational opportunities, list the needs of the community, and will provide us a roadmap to follow for making needed improvements the community would like to see. At their December 14<sup>th</sup> Parks Board meeting, the board discussed getting started on updating the current plan. We received a proposal from Andy Moore with Williams & Work to help with the development of a new master plan. He assisted the City to develop our current Recreation Master Plan in 2017. He has provided a list of services to help the City work through the process of gathering community information, receiving public input, working to define goals and objectives, developing an action plan, and providing us with a finalized plan that should meet the MDNR requirements. Process will take 6-8 months. The goal is to have the document approved by MDNR and adopted by the City by the end of the calendar year 2022.

IT WAS MOVED BY SALZWEDEL and seconded by GROVES that the Lowell City Council approve the update of the five-year Park and Recreation Plan, Scope of Services with Williams & Works, as outlined in the letter dated December 2, 2021, with both online survey and focus group options, in the amount not-to-exceed \$10,400.

YES: Councilmember Groves, Mayor DeVore, Councilmember Yankovich, Councilmember Chambers, and Councilmember Salzwedel.

NO: None.

ABSENT: None:

MOTION CARRIED.

### f. Gee Drive.

DPW Director Dan Czarnecki read his memo stating in July 2021, the Department of Environment, Great Lakes, and Energy (EGLE) performed their annual Sanitary Survey of our water plant and

distribution system. From that review of our entire water system, EGLE came up with a significant deficiency and two other deficiencies that needed correction. They also sent us an Administrative Consent Order to make upgrades to the pumping situation at the Gee Dr. station to complete an updated Reliability Study. The station improvements (the significant deficiency) and the Reliability Study are being worked on at this time. The two other deficiencies are with the Gee Drive storage tank. One item is the installation of a gasket on a hatch cover, and the other is installation of a mesh screen on an overflow pipe that also includes a vacuum/pressure mechanism. Both items will require a contractor to make modifications to the tank to allow for their installation. Williams & Works has provided us with an estimate not to exceed \$6,000 for the engineering work on these two items.

IT WAS MOVED BY CHAMBERS and seconded by SALZWEDEL that the Lowell City Council approves the Gee Drive Storage Tank Improvements Engineering Services with Williams & Works, as outlined in their letter dated December 20, 2021, in an amount not to exceed \$6,000.

YES: Mayor DeVore, Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers, and Councilmember Groves.

NO: None.

ABSENT: None.

MOTION CARRIED.

### 6. **BOARD/COMMISSION REPORTS.**

Mayor DeVore had Fire Authority meeting where they discussed the key card security. Burns and DeVore talked with the Township again on the water 425 discussion that went well and it is coming along.

### 7. BUDGET REPORTS.

City Manager Michael Burns explained that we have an emergency expenditure at the Wastewater treatment plant on the aerator that has failed, this runs full time and must be replaced. Potentially in the range of \$30,000. Also, we need to clean up some things on the budget, mostly just the way things were transferred for the Amity Street project. The budget projected for next year, is coming in less so that is great news.

### 8. MANAGERS REPORT.

- Looking at next year moving our healthcare insurance into an insurance pool to keep our risk and percentages down.
- We did have our small urban meeting with MDOT, Kent County and the Rapid. We were able to move the Monroe project to Gee Drive, which will be up for paving next year in 2022 and then in 2024, we have funds about \$385,000 funds secured for Foreman Street for a mill and overlay between Gee Drive and Beech Street.
- Lineshack project- Mr. Slagel has approached the Michigan Economic Development Corporation for the community revitalization program. Needs a 10% local contribution of that from the City. DDA did agree to \$5000 for sidewalks. Still working on.
- DDA is going to take ownership of the charging stations that we have in the City. Looking at updating them to be able to service two cars at a time.

9.	<ul> <li>Judge Suzanne Krieger in Ionia County saw no merit for the charges filed against Jason Diaz and has dismissed all of his charges. We are thankful and hope this gives him an opportunity to move forward.</li> <li>APPOINTMENTS.</li> </ul>
	There were none.
10.	COUNCIL COMMENTS
	Councilmember Groves wishes everyone Happy Holidays!
	Councilmember Chambers wishes everyone a safe and Happy Holidays!
	Councilmember Salzwedel hopes everyone has a safe and happy New Years and go Michigan on that day!
	Mayor DeVore wishes everyone a Happy Holiday as well.
11.	ADJOURNMENT.
	IT WAS MOVED BY SALWEDEL and seconded by CHAMBERS to adjourn at 7:52 p.m.
×	

APPROVED:

Sue Ullery, Lowell City Clerk

11.

DATE:

Mike DeVore, Mayor



301 East Main Street Lowell, Michigan 49331 Phone (616) 897-8457 Fax (616) 897-4085

# 2022 CITY COUNCIL MEETING DATES 7:00 P.M. CITY COUNCIL CHAMBERS SECOND FLOOR (1<sup>ST</sup> AND 3<sup>RD</sup> MONDAY)

JANUARY	3 18 (TUESDAY) Martin Luther King Day	JULY	5 (TUESDAY) Fourth of July 18
FEBRUARY	7 22 (TUESDAY) Presidents Day	AUGUST	1 15
MARCH	7 21	SEPTEMBER	6 (TUESDAY) Labor Day 19
APRIL	4 18	OCTOBER	3 17
MAY	2 16	NOVEMBER	7 21
JUNE	6 20	DECEMBER	5 19

NOTE: Check City Website Calendar for any changes or cancellations at www.lowellmi.gov.

# THRUN

### **Annual Summer Tax Resolution**

### Lowell Area Schools

A Regular meeting of the board of education of the District (the "Board") was held in the Performance Arts Center at Lowell High School, within the boundaries of the District, on the 8th day of November, 2021, at 7:00 o'clock in the p.m. (the "Meeting").

The Meeting was called to order by

Present: Krajewski, Kuna, Blough, Nugent, Kaywood, Stephens, Ourtis

Absent: None

The following preamble and resolution were offered by Member Member :

Nugent

and supported by

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

### NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2022 its previously-adopted ongoing resolution imposing a summer tax levy of 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.
- 2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2022 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the governing bodies on or before December 31, 2021.
- 3. Pursuant to and in accordance with Revised School Code Section 1613(1), the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under Revised School Code Sections 1611 or 1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.
- 4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are rescinded.

Ayes: Krajewski, Kuna, Blough, nugent, Kaywood, Stephens, Curtis

Nays: None

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Lowell Area Schools, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1936, as appended).

Secretary, Board of Education

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

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3,250.00

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BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK Vendor Code Vendor Name Invoice Description Amount 01513 ADDORIO TECHNOLOGIES, LLC 9077 DATA PROCESSING 685.51 TOTAL FOR: ADDORIO TECHNOLOGIES, LLC 685.51 MISC AKIN, REBECCA 12/28/2021 TRANSCRIPT HEARING - JASON DIAZ 6.90 TOTAL FOR: AKIN, REBECCA 6.90 10816 AMAZON CAPITAL SERVICES 111-6410702-34794 WTP TONER 72.89 1CGP-FCY4-GC3D WATER DEPT SAFETY GEAR 61.30 TOTAL FOR: AMAZON CAPITAL SERVICES 134.19 APPLIED IMAGING 10731 1865304 CITY HALL COPY MACHINE 479.05 TOTAL FOR: APPLIED IMAGING 479.05 10818 AT&T MOBILITY 28729108942X12142 FIRST NET PHONE BILL 923.91 TOTAL FOR: AT&T MOBILITY 923.91 00065 BOUWHUIS SUPPLY, INC. 62964 217.65 TOTAL FOR: BOUWHUIS SUPPLY, INC. 217.65 00788 CDW GOVERNMENT, INC. P430093 DATA PROCESSING EQUIP 206.00 TOTAL FOR: CDW GOVERNMENT, INC. 206.00 CL TRUCKING & EXCAVATING 17,288.95 10/1/2021 APPLICATION #2 TOTAL FOR: CL TRUCKING & EXCAVATING 17,288.95 10509

CONSUMERS ENERGY DECEMBER ACCOUNT STATEMENTS - AIRPORT 813.35 TOTAL FOR: CONSUMERS ENERGY 813.35 10485 ELECTIONSOURCE

21-4315 ANNUAL MAINT CONTRACT 1,365.00 TOTAL FOR: ELECTIONSOURCE 1,365.00

00744 ETNA SUPPLY COMPANY S104330376.001 BULK WATER FILL STATION 126.33

TOTAL FOR: ETNA SUPPLY COMPANY 126.33 FIRE PROS INC. 10211

INV-1831066 WTP FIRE EXTINGUISHER INPECTION 222.59 TOTAL FOR: FIRE PROS INC. 222.59

00986 FRANKLIN HOLWERDA CO. 21106811 WWTP CLARIFIERS R & M

TOTAL FOR: FRANKLIN HOLWERDA CO. 3,250.00

10413 GR CENTRAL IRON & STEEL INC

4191 BULK WATER FILL STATION 98.00 TOTAL FOR: GR CENTRAL IRON & STEEL INC 98.00

TOTAL FOR: PURCHASE POWER

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endor Code Vendor Name Invoice	Description	Amount
0836 JX ENTERPRISE: 2634700S	S, INC #15 PLOW TRUCK R & M	125.17
TAL FOR: JX ENTERPRISES, IN		125.17
300 KENT COUNTY T	REASURER	
12/20/2021 K-5393	TRAILER FEES NOVEMBER TAXES REFUNDED JULY BOR	312.50 30.01
TAL FOR: KENT COUNTY TREASU		342.51
627 KIESLER'S POL IN179667	ICE SUPPLY, INC POLICE DEPT AMMO	802.59
TAL FOR: KIESLER'S POLICE S	UPPLY, INC	802.59
018 KORE/HI COM, 1 12/20/2021	INC. UNTANGLE USERS ANNUAL FEE	540.00
TAL FOR: KORE/HI COM, INC.		540.00
12/20/2021 LEWIS G. BENDE	ER, PH.D. COUNCIL WORKSHOP	3,051.00
TAL FOR: LEWIS G. BENDER, P	H.D.	3,051.00
	POWER ELECTRIC STATEMENTS PHONE CHARGES NOV & DEC 2021	19,944.06 1,475.03
TAL FOR: LOWELL LIGHT & POW	ER	21,419.09
586 MI ASSOC OF CF 200008770	HIEF OF POLICE FALL 2021 CONF - HURST/LAUREN	200.00
TAL FOR: MI ASSOC OF CHIEF	OF POLICE	200.00
083 MICHIGAN CAT SD12893094* SD12893096*		385.00 822.00
TAL FOR: MICHIGAN CAT		1,207.00
898 POINT BROADBAN 5267-20211217-1	ND ACCOUNT STATEMENT	309.99
TAL FOR: POINT BROADBAND		309.99
506 POSTMASTER 12/29/2021	W/S BILLS POSTAGE	475.88
TAL FOR: POSTMASTER		475.88
857 POWER DMS, INC Q-153608	C LPD ONLINE DOCUMENT MGMT	550.00
TAL FOR: POWER DMS, INC		550.00
PROGRESSIVE HE 2020307 202197-A 202206-A	EATING COOLING, CORP.  DPW SERVICE CALL  CITY HALL SERVICE CALL  CITY HALL GARAGE R & M	218.00 222.50 2,317.69
TAL FOR: PROGRESSIVE HEATING	G COOLING, CORP.	2,758.19
159 PURCHASE POWER 12/10/2021	POSTAGE METER	596.27

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TOTAL - ALL VENDORS

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Vendor Code Vendor Name Amount Invoice Description 10133 RED CREEK WASTE SERVICES INC. 1CR00666 TRASH SERVICES 424.81 TOTAL FOR: RED CREEK WASTE SERVICES INC. 424.81 00573 SHULTS EQUIPMENT INC. 0106841-IN CARBIDE BLADES 3,330.96 3,330.96 TOTAL FOR: SHULTS EQUIPMENT INC. 10849 SMART BUSINESS SOURCE OE-45627-1 OFFICE SUPPLIES 437.40 437.40 TOTAL FOR: SMART BUSINESS SOURCE 00930 TRUCK & TRAILER SPECIALTIES DRO005818 #16 TRUCK R & M 2,489.38 #9-1 R & M 664.58 DS0009318 DWO009240 #16 R & M (LABOR ONLY) 1,870.00 TOTAL FOR: TRUCK & TRAILER SPECIALTIES 5,023.96 UNION ST. HYDRAULICS UH-19816 SYDRAULIC CYLINDER R&M 1,100.00 1,100.00 TOTAL FOR: UNION ST. HYDRAULICS

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERA	AL FUND				
Dept 000					
	DUE FROM FIRE AUTHORITY	POINT BROADBAND	ACCOUNT STATEMENT	28.57	76629
	DUE FROM LIGHT & POWER	POINT BROADBAND	ACCOUNT STATEMENT	58.58	76629
	DUE TO COUNTY-TRAILER FEE		TRAILER FEES NOVEMBER	62.50	76621
101-000-225.000	DUE TO SET -TRAILER FEES	KENT COUNTY TREASURER	TRAILER FEES NOVEMBER	250.00	76621
		Total For Dept 000		399.65	
Dept 101 COUNCI	L MISCELLANEOUS EXPENSE	TENTO C DENDED DU D	GOUNGIL MODWOUGH	2 051 00	7.6.60.4
	MISCELLANEOUS EXPENSE	LEWIS G. BENDER, PH.D.	COUNCIL WORKSHOP	3,051.00	76624
101-101-955.000	MISCELLANEOUS EAPENSE	AT&T MOBILITY	FIRST NET PHONE BILL	36.24	76610
Dept 172 MANAGE	R	Total For Dept 101 COUNCI		3,087.24	
101-172-850.000		AT&T MOBILITY	FIRST NET PHONE BILL	45.27	76610
		Total For Dept 172 MANAGE		45.27	
Dept 191 ELECTI 101-191-740.000	ONS OPERATING SUPPLIES	ELECTIONSOURCE	ANNUAL MAINT CONTRACT	1,365.00	76614
		Total For Dept 191 ELECTI		1,365.00	
Dept 215 CLERK 101-215-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST NET PHONE BILL	45.27	76610
		Total For Dept 215 CLERK		45.27	
Dept 253 TREASU 101-253-955.000	RER MISCELLANEOUS EXPENSE	KENT COUNTY TREASURER	TAXES REFUNDED JULY BOR	30.01	76620
		Total For Dept 253 TREASU		30.01	
Dept 265 CITY H	ALL OFFICE SUPPLIES	SMART BUSINESS SOURCE	OFFICE SUPPLIES	437.40	76636
101-265-730.000		PURCHASE POWER	POSTAGE METER	596.27	76633
101-265-850.000		LOWELL LIGHT & POWER	PHONE CHARGES NOV & DEC 2	520.57	76625
101-265-850.000		POINT BROADBAND	ACCOUNT STATEMENT	43.57	76629
	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	2,231.88	76626
	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI		222.50	76632
	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI		2,317.69	76632
	REPAIR & MAINTENANCE	MICHIGAN CAT	BALANCE DUE	385.00	76628
			511111101 501		70020
Dont 276 CEMETER	D.V.	Total For Dept 265 CITY H		6,754.88	
Dept 276 CEMETER 101-276-802.000		RED CREEK WASTE SERVICES	TRASH SERVICES	133.45	76634
		LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	188.60	76626
					, 5 5 2 5
Dept 301 POLICE	DEPARTMENT	Total For Dept 276 CEMETE		322.05	
101-301-743.000	AMMUNITION	KIESLER'S POLICE SUPPLY,	POLICE DEPT AMMO	802.59	76622
101-301-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	PHONE CHARGES NOV & DEC 2	219.37	76625
101-301-850.000	COMMUNICATIONS	POINT BROADBAND	ACCOUNT STATEMENT	43.57	76629
101-301-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST NET PHONE BILL	469.07	76610
101-301-864.000	CONFERENCES & CONVENTIONS	MI ASSOC OF CHIEF OF POLI	FALL 2021 CONF - HURST/LA	200.00	76627
101-301-955.000	MISCELLANEOUS EXPENSE	AKIN, REBECCA	TRANSCRIPT HEARING - JASO	6.90	76607
101-301-984.000	EQUIPMENT	POWER DMS, INC	LPD ONLINE DOCUMENT MGMT	550.00	76631
		Total For Dept 301 POLICE		2,291.50	
	MENT OF PUBLIC WORKS OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	DPW TOWELS	217.65	76611
101-441-802.000		RED CREEK WASTE SERVICES		238.86	76634
101-441-850.000		LOWELL LIGHT & POWER	PHONE CHARGES NOV & DEC 2	96.24	76625
101-441-850.000			ACCOUNT STATEMENT	28.57	76629
101-441-850.000			FIRST NET PHONE BILL	88.55	76610
			ELECTRIC STATEMENTS	576.87	76626
101-441-926.000			ELECTRIC STATEMENTS	1,005.05	76626
		PROGRESSIVE HEATING COOLI		218.00	76632
				210.00	,0002

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GL Number	Invoice Line Desc	BOTH OPEN AND PA	AID Invoice Description	Amount	Check #
Fund 101 GENERA Dept 441 DEPART	AL FUND MENT OF PUBLIC WORKS				
-		Total For Dept 441 DEPART		2,469.79	
Dept 747 CHAMBE 101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	343.79	76626
		Total For Dept 747 CHAMBE	Ε	343.79	
Dept 751 PARKS 101-751-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST NET PHONE BILL	38.24	76610
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	460.64	76626
		Total For Dept 751 PARKS		498.88	
Dept 790 LIBRAR 101-790-802.000		RED CREEK WASTE SERVICES	TRASH SERVICES	52.50	76634
	COMMUNICATIONS	LOWELL LIGHT & POWER	PHONE CHARGES NOV & DEC 2	225.92	76625
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,439.30	76626
Dept 804 MUSEUM	I	Total For Dept 790 LIBRAR	<b>R</b>	1,717.72	
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	234.81	76626
		Total For Dept 804 MUSEUM	1	234.81	
		Total For Fund 101 GENERA	A	19,605.86	
Fund 203 LOCAL Dept 450 CAPITA	L OUTLAY				
203-450-970.000	CAPITAL OUTLAY	CL TRUCKING & EXCAVATING		12,344.59	76605
		Total For Dept 450 CAPITA		12,344.59	
Fund 248 DOWNTO	WN DEVELOPMENT AUTHORITY	Total For Fund 203 LOCAL		12,344.59	
Dept 450 CAPITA		CL TRUCKING & EXCAVATING	APPLICATION #2	4,944.36	76605
210 100 3,0,000		Total For Dept 450 CAPITA		4,944.36	70003
Dept 463 MAINTE		~			
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER		1,506.21	76626
		Total For Dept 463 MAINTE		1,506.21	
Fund 260 DESIGN	ATED CONTRIBUTIONS	Total For Fund 248 DOWNTO		6,450.57	
Dept 751 PARKS	CAPITAL OUTLAY	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	266.51	76626
300 .01 300.000		Total For Dept 751 PARKS	BBBOINTO DITTEMBRID	266.51	70020
Dept 758 DOG PA					
260-758-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	60.41	76626
		Total For Dept 758 DOG PA		60.41	
Fund 581 AIRPOR'	T FIIND	Total For Fund 260 DESIGN		326.92	
Dept 000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS - AIRP	29.24	76613
	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS - AIRP	305.16	76613
81-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS - AIRP	304.06	76613
81-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS - AIRP	174.89	76613
81-000-955.000	MISCELLANEOUS EXPENSE	POINT BROADBAND	ACCOUNT STATEMENT	49.99	76629
		Total For Dept 000		863.34	
Fund 590 WASTEW		Total For Fund 581 AIRPOR		863.34	
TATION OSO MANDIEMA	ATER FIIND				
Dept 000		LOWELL LIGHT & POWER	PHONE CHARGES NOV 5 DEC 2	210 77	76625
90-000-043.000	ATER FUND  DUE FROM EARTH TECH  DUE FROM EARTH TECH	LOWELL LIGHT & POWER POINT BROADBAND	PHONE CHARGES NOV & DEC 2 ACCOUNT STATEMENT	210.77 28.57	76625 76629

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GL Number	Invoice Line Desc	BOTH OPEN AND P. Vendor	AID Invoice Description	Amount	Check #
Fund 590 WAST	EWATER FUND				
Dept 000		Total For Dept 000		6,017.66	
Dept 550 TREA 590-550-970.00	TMENT 00 CAPITAL OUTLAY	FRANKLIN HOLWERDA CO.	WWTP CLARIFIERS R & M	3,250.00	76617
		Total For Dept 550 TREATN	M	3,250.00	
Dept 551 COLL	ECTION	10001 101 Bope 000 INEMIE	4	3,230.00	
	00 COMMUNICATIONS 00 REPAIR & MAINTENANCE	AT&T MOBILITY AMAZON CAPITAL SERVICES	FIRST NET PHONE BILL WATER DEPT SAFETY GEAR	81.51 30.65	76610 76608
		Total For Dept 551 COLLEG		112.16	
Dept 552 CUST 590-552-730.00		POSTMASTER	W/S BILLS POSTAGE	237.94	76630
		Total For Dept 552 CUSTON	1	237.94	
		Total For Fund 500 MAGRIE	,		
Fund 591 WATE	R FUND	Total For Fund 590 WASTEV	V	9,617.76	
Dept 570 TREA	IMENT				
591-570-727.00	O OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	WTP TONER	72.89	76608
	00 COMMUNICATIONS	FIRE PROS INC. LOWELL LIGHT & POWER	WTP FIRE EXTINGUISHER INP	222.59	76616
	00 PUBLIC UTILITIES	LOWELL LIGHT & POWER	PHONE CHARGES NOV & DEC 2 ELECTRIC STATEMENTS	202.16	76625
0,0,0,0,0	or robbio or reference	HOWELL BIGHT & LOWER	ELECTRIC STATEMENTS	4,627.24	76626
Doort E71 DIGHT	TDUMIAN	Total For Dept 570 TREATM	1	5,124.88	
Dept 571 DISTE 591-571-850.00	RIBUTION 10 COMMUNICATIONS	POINT BROADBAND	ACCOUNT STATEMENT	28.57	76629
591-571-850.00	0 COMMUNICATIONS	AT&T MOBILITY	FIRST NET PHONE BILL	81.52	76610
591-571-850.00	0 COMMUNICATIONS	AT&T MOBILITY	FIRST NET PHONE BILL	38.24	76610
591-571-920.00	0 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,224.43	76626
591-571-930.00	O REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WATER DEPT SAFETY GEAR	30.65	76608
591-571-930.00	O REPAIR & MAINTENANCE	ETNA SUPPLY COMPANY	BULK WATER FILL STATION	126.33	76615
	O REPAIR & MAINTENANCE	GR CENTRAL IRON & STEEL I	BULK WATER FILL STATION	98.00	76618
591-571-930.00	O REPAIR & MAINTENANCE	MICHIGAN CAT	BALANCE DUE	822.00	76628
		Total For Dept 571 DISTRI		2,449.74	
Dept 572 CUSTO		20071120000			
591-572-730.00	U POSTAGE	POSTMASTER	W/S BILLS POSTAGE	237.94	76630
		Total For Dept 572 CUSTOM		237.94	
Fund 636 DATA	PROCESSING FUND	Total For Fund 591 WATER		7,812.56	
Dept 000					
	O PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC		685.51	76606
636-000-802.00		APPLIED IMAGING	CITY HALL COPY MACHINE	479.05	76609
636-000-802.00	U CONTRACTUAL		UNTANGLE USERS ANNUAL FEE	540.00	76623
		Total For Dept 000		1,704.56	
Fund 661 EQUIP	MENIO EUND	Total For Fund 636 DATA P		1,704.56	
Dept 895 FLEET	MAINT. & REPLACEMENT				
661-895-930.00	O REPAIR & MAINTENANCE	JX ENTERPRISES, INC	#15 PLOW TRUCK R & M	125.17	76619
	O REPAIR & MAINTENANCE	SHULTS EQUIPMENT INC.	CARBIDE BLADES	3,330.96	76635
	O REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI		2,489.38	76637
	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI		1,870.00	76637
	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI		664.58	76637
	REPAIR & MAINTENANCE	UNION ST. HYDRAULICS	SYDRAULIC CYLINDER R&M	1,100.00	76638
661-895-981.000	D EÄNTEMENT	CDW GOVERNMENT, INC.	DATA PROCESSING EQUIP	206.00	76612
		Total For Dept 895 FLEET		9,786.09	
		Total For Fund 661 EQUIPM		9,786.09	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 12/18/2021 - 12/30/2021

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GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund Totals:

Fund	101	GENERAL FUND	19,605.86
Fund	203	LOCAL STREET FUN	12,344.59
Fund	248	DOWNTOWN DEVELOP	6,450.57
Fund	260	DESIGNATED CONTR	326.92
Fund	581	AIRPORT FUND	863.34
Fund	590	WASTEWATER FUND	9,617.76
Fund	591	WATER FUND	7,812.56
Fund	636	DATA PROCESSING	1,704.56
Fund	661	EQUIPMENT FUND	9,786.09

68,512.25

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### **Site Status Report**

## Former City of Lowell Landfill 0 Ware Road Boston Township, Ionia County, Michigan

### Presented to:

EGLE Remediation and Redevelopment Division Grand Rapids District Office Grand Rapids, Michigan

### On Behalf of:

City of Lowell 301 East Main Street Lowell, Michigan 49331

December 21, 2021

BLDI Project No.: 194688.20

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Figur Figur Figur Figur Figur Figur Figur Figur Figur Figur Figur	e 2 e 3 e 5A e 5B e 5C e 6 e 6A e 6B e 7A e 7B	Property Location Map  Facility Layout Map  Groundwater Analytical Results  Soil Analytical Results  Groundwater Elevations and Flow Contours Shallow Wells – September 2021  Groundwater Elevations and Flow Contours Deep Wells – September 2021  Groundwater Elevations and Flow Contours Deep, Deep Wells – September 2021  Cross Section Trace Map  Cross Section Trace Map  Cross Section A-A'  Cross Section B-B'  Vertical Extent of Contamination CSM Section B-B'  Proposed Monitoring Well Locations
		TABLES
Table Table Table	2 3 4	Maximum Detected Concentration for Soil Samples  Maximum Detected Concentration for Groundwater Samples  Summary of Analytical Results for Soil Samples  Summary of Analytical Results for Groundwater Samples  Groundwater Elevation Data
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### 1.0 Introduction and Background

The former City of Lowell Landfill is located at 0 Ware Road in Boston Township, Ionia County, Michigan (Facility). The Facility is an inactive landfill for which the exact period of operation is not accurately known. However, the earliest license available from EGLE records indicates an application approved on June 13, 1966.

The landfill was officially closed on January 20, 1983. During its operation the landfill was cited by Ionia County Health Department (ICHD) for select regulatory noncompliance issues (e.g., numerous facility management and maintenance violations recorded). In early 1986, it was determined by the ICHD and the Michigan Department of Natural Resources (MDNR) that the Lowell City Landfill could be eligible for a hydrogeological study to be funded under the Clean Michigan Fund. The investigation that was conducted is described in the 1987 Hydrogeological Investigation report prepared by EIS Environmental Engineers, Inc. (EIS).

This report documents the activities that were conducted at the Facility by BLDI, Inc. (BLDI) since the submittal of the April 2021 Site Status Report (SSR). BLDI has performed the following activities since the submittal of the SSR for the Facility:

- Installation of five monitoring wells including documenting soil conditions April 2021
- Groundwater elevation survey and groundwater sampling event September 2021
- Monitoring well top-of-casing elevation survey November 2021

The following sections of this report detail the methodology and outcome of the activities performed during this reporting period.

### 2.0 ACTIVITIES COMPLETED

### 2.1 Monitoring Well Installation Event

In April 2021, BLDI installed five soil borings, all of which were completed as monitoring wells at the Facility. All the monitoring wells were installed using hollow-stem auger methods and were advanced to a maximum depth of 102 feet below the ground surface (bgs).

Soils in the vadose zone consist of primarily sand with intermittent intervals of loamy sand, sandy loam, silty loam, clay, and silty clay loam. Cross-sections depicting the soils encountered during the event are presented as Figures 6A and 6B. Vadose soils became saturated at depths between approximately 33 and 68 feet bgs within the borings. The soil boring logs are presented in Appendix B. Locations of the soil borings and monitoring wells are depicted on Figure 2 (Facility Layout Map).

Soils were field screened throughout the borings using a MiniRAE model 3000, 10.6 eV PID and through visual and olfactory indicators to identify any contaminated intervals. At a minimum, a soil sample was collected from each of the monitoring well clusters and single monitoring well

locations from the depth interval exhibiting the greatest evidence of contamination, regardless of the degree of saturation. Additional soil samples were collected from each of the monitoring well clusters to characterize the soil conditions at the Facility.

The soil samples were collected and preserved in accordance with United States Environmental Protection Agency (US EPA) Method 5035, placed in an iced cooler, and submitted to Fibertec for laboratory analysis of volatile organic compounds (VOCs). A summary of the soil analytical results are presented on Table 3 with the maximum detected concentrations compared to their respective Part 201 Generic Residential Cleanup Criteria (GRCC) on Table 1. The detected compounds are also presented by location on Figure 4. The laboratory reports from the soil samples are presented in Appendix A. The analytical results are discussed in Section 3.2 below.

### 2.2 Groundwater Monitoring Activities

### 2.2.1 Depth to Groundwater Survey and Groundwater Flow Direction

A static water elevation survey was conducted on September 9, 2021. Each monitoring well was accessed and allowed to equilibrate prior to measuring the static water table elevation. The depth to groundwater for each well was then measured using an electronic tape and recorded. The results of the elevation survey are presented on Table 5.

From the field data collected, the water table elevation for each monitoring well was determined and groundwater elevation contours prepared. Figures 5A, 5B, and 5C illustrate the resulting groundwater flow contour maps developed from the September 2021 field data. Overall, the groundwater flow direction documented at the Facility indicates that the predominant groundwater flow direction is to the north/northeast within the shallow, deep, and deep, deep wells.

### 2.2.2 Groundwater Sampling

In September 2021, BLDI conducted a groundwater monitoring investigation utilizing sampling methods in accordance with both the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and United States Environmental Protection Agency (USEPA) guidance. For the five monitoring wells installed since the submittal of the April 2021 SSR, and for MW-3DD, groundwater samples representative of formation water were collected using low flow groundwater sampling techniques. The low flow method employed a submersible pump operated at approximately 0.5 liters per minute and demonstrated to be at a pumping rate that would not produce draw down of the water elevation in the well.

Groundwater temperature, conductivity, pH, oxidation/reduction potential, and dissolved oxygen content were all monitored and allowed to equilibrate prior to groundwater sample collection. Groundwater samples were collected from MW-3DD, MW-8, MW-9, MW-10, MW-11, and MW-12 in September 2021. Groundwater samples were collected in accordance with low flow sampling methods, as specified in Attachment 5 of the former EGLE Remediation and

Redevelopment Division (RRD) Operational Memorandum No. 2, dated October 22, 2004 (RRD-OpMemo-02), now rescinded.

The groundwater samples were collected and submitted to Fibertec Environmental Services (Fibertec), Holt, Michigan under a chain of custody for analysis of volatile organic compounds in accordance with USEPA method 8260 standards. The laboratory analytical report from the groundwater sample analysis is presented in Appendix A. The analytical results are also summarized in Table 4 and are presented by location on Figure 3. Please refer to Section 3.1 for a discussion of the analytical results.

### 3.0 ANALYTICAL RESULTS

### 3.1 Groundwater Analytical Results

Laboratory analytical reports from the groundwater sample analyses are presented in Appendix A. As stated above, the analytical results are summarized in Table 4 and are presented by location on Figure 3. Additionally, the maximum concentration of analytes detected at the Facility since BLDI initiated investigations are presented in Table 2. As the data indicates, benzene, 1,1-dichloroethane, cis-1,2-dichloroethylene, , and vinyl chloride were detected in MW-3DD above laboratory reporting limits, of which, only vinyl chloride was detected at concentrations exceeding its applicable residential GRCC. Additionally, tetrachloroethene (PERC) was detected in MW-9 above laboratory reporting limits; however, does not exceed its applicable residential GRCC. No target analytes were detected in MW-8, MW-10, MW-11, and MW-12 above laboratory reporting limits, and therefore, no analytes within these wells exceed their applicable GRCC.

While delineation of the select volatile organic compounds is not yet achieved, several monitoring wells are proposed at the site and BLDI will continue to evaluate the data and place monitoring wells as necessary. The detection of vinyl chloride in MW-3DD will be further evaluated with additional groundwater sampling events.

### 3.2 Soil Analytical Results

Laboratory analytical reports from the soil sample analyses are presented in Appendix A. Maximum concentrations of analytes detected in the soil at the Facility are presented in Table 1. Additionally, a summary of the analytical results are presented in Table 3 and are presented by location on Figure 4. Soil samples were collected throughout the borings to characterize the soil at the Facility in April 2021. As the data indicates, no target analytes were detected in the soil samples collected from any of the monitoring well locations installed during the April 2021 soil investigation event.

### 4.0 Proposed Future Actions

Additional monitoring wells will be installed at the Facility and offsite properties to delineate the volatile organic compounds present. An updated workplan including proposed on-site and offsite monitoring well locations is located in Appendix C and depicted on Figure 8. The proposed off-site well installation and subsequent sampling is subject to obtaining consent for access from the adjacent property owner.

### 5.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

Prepared By: Cory Hughey

**Project Geologist** 

Reviewed By: Annika Whitcomb

Associate Project Manager

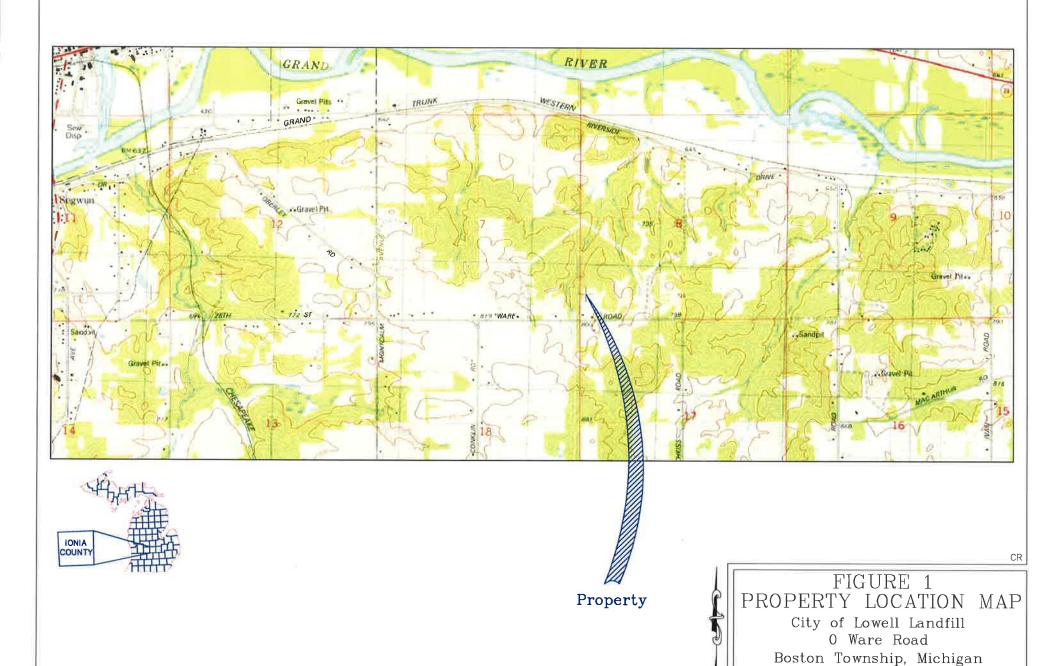
Reviewed By: Renée Pewitt, EP

Vice President





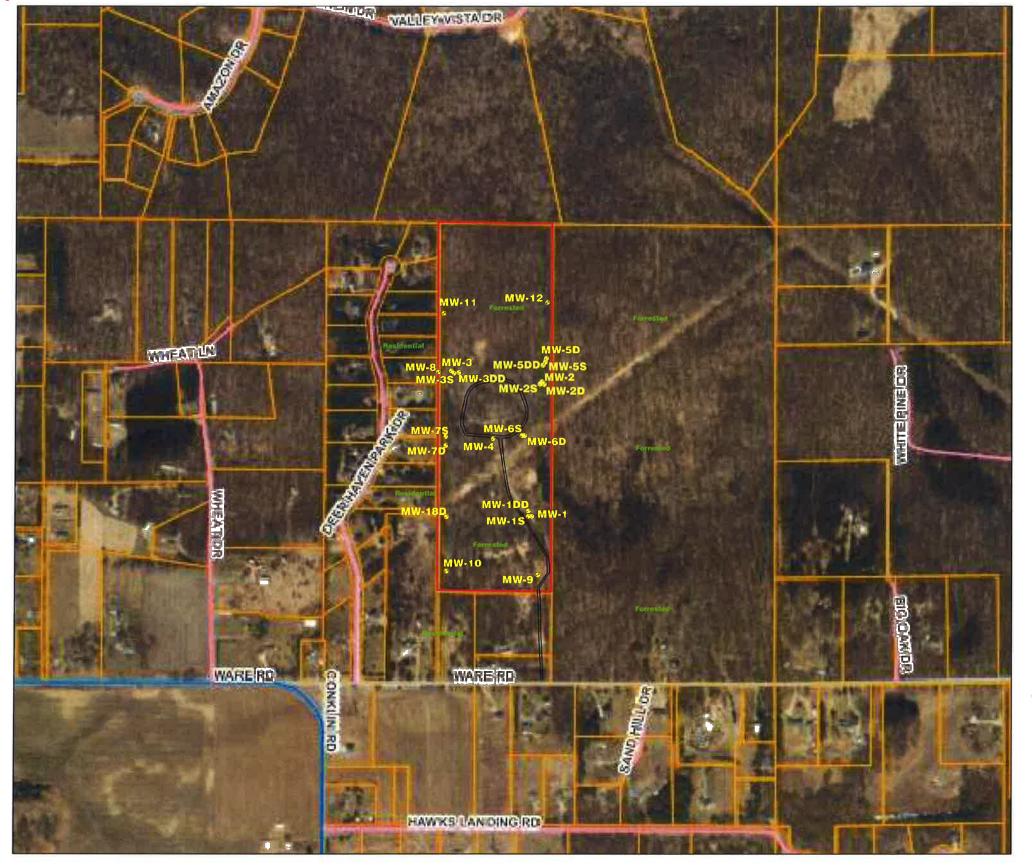
NOT A LEGAL SURVEY



November 2021

194688.20





### LEGEND

• MONITORING WELL LOCATION\*

PROPERTY BOUNDARIES

\*Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.

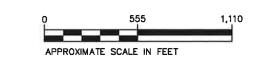


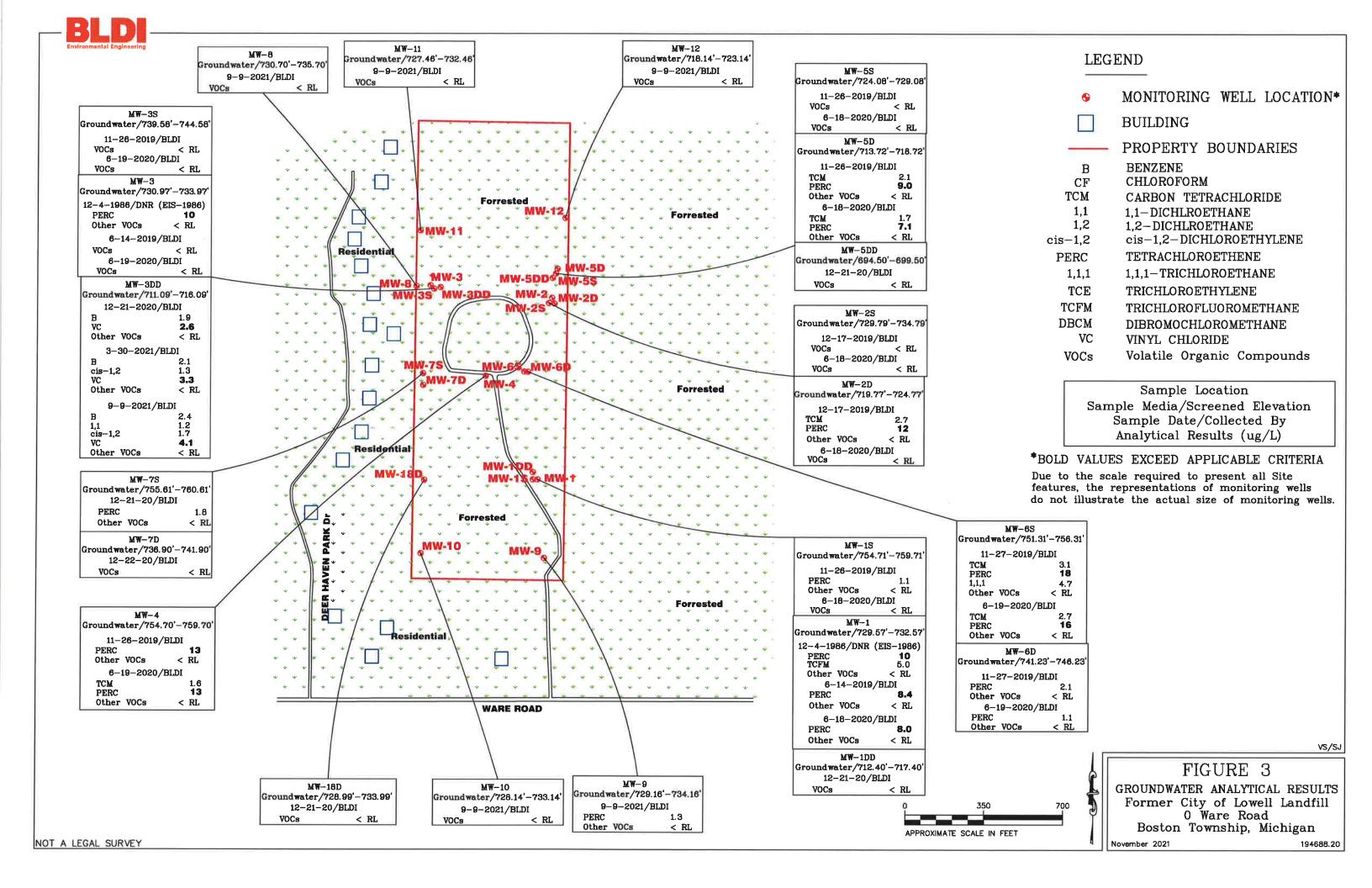
FIGURE 2 FACILITY LAYOUT MAP

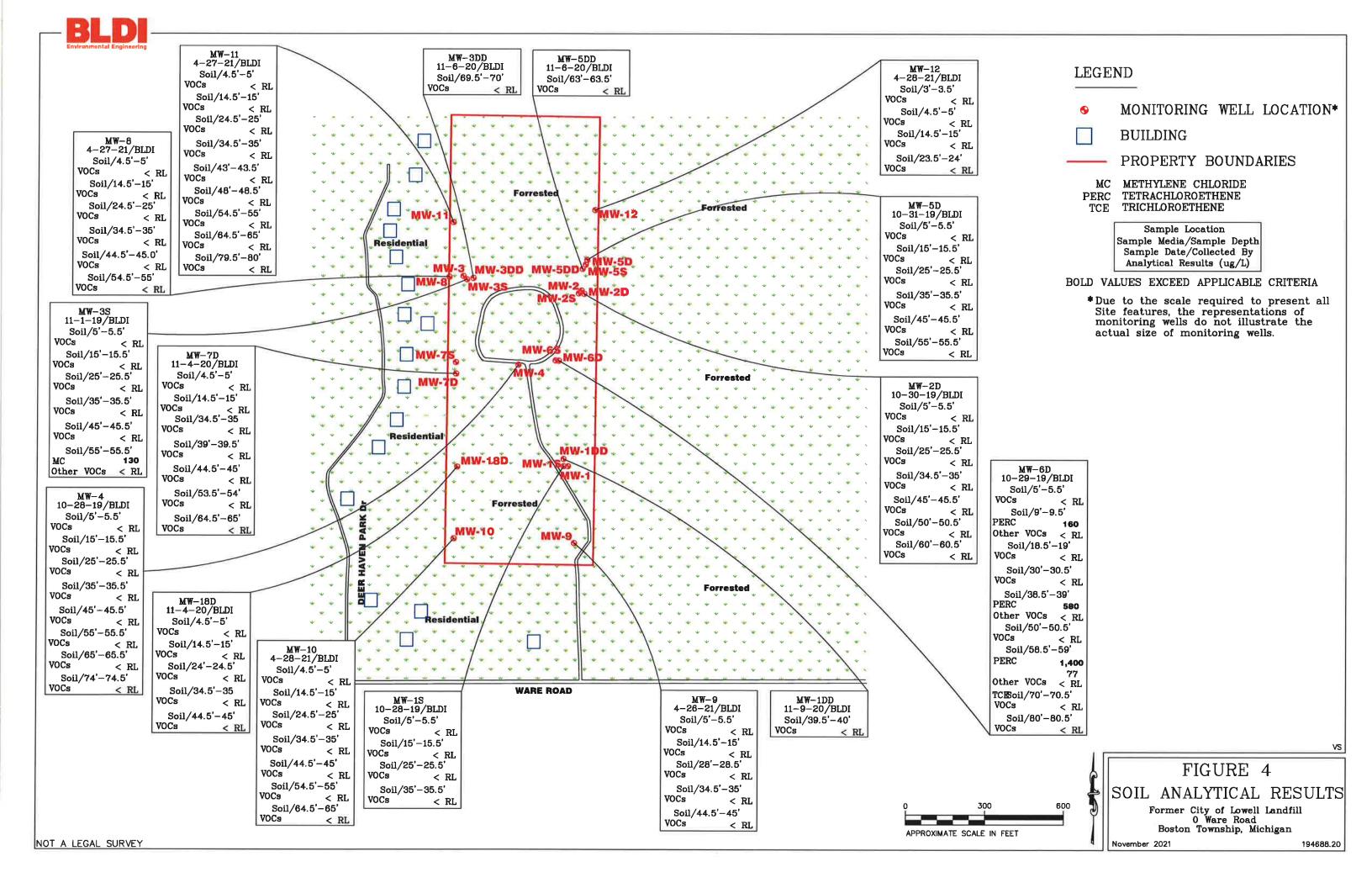
Former City of Lowell Landfill 0 Ware Road Boston Township, Michigan

November 2021

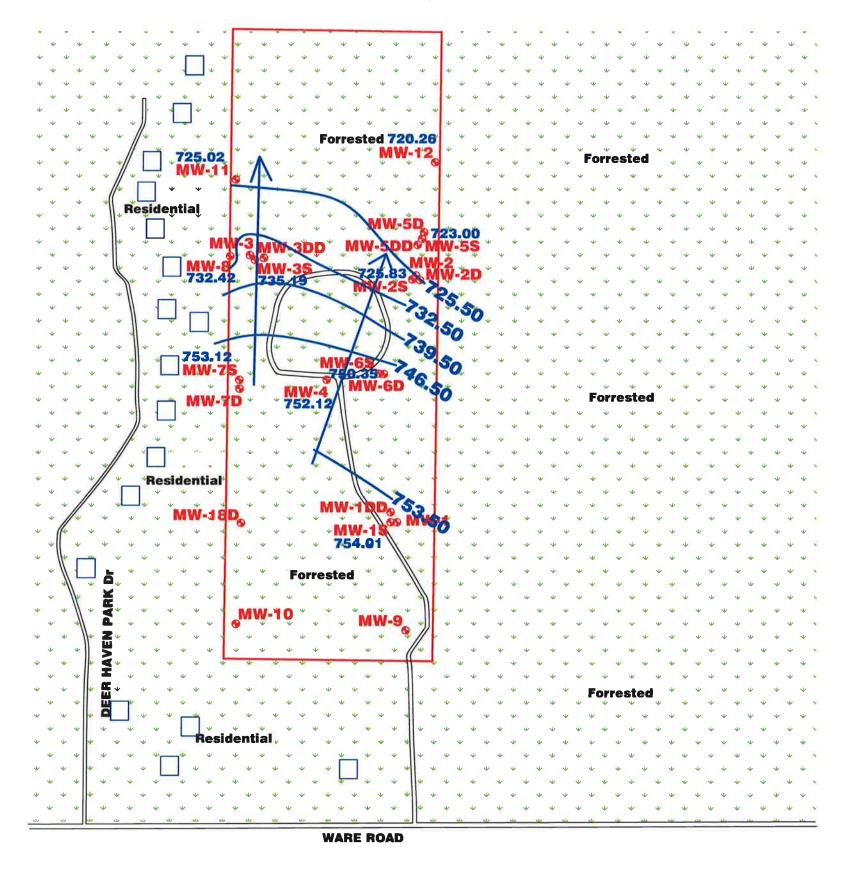
194688.20

VS/CR

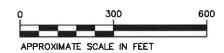








<sup>\*</sup>Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.



LEGEND

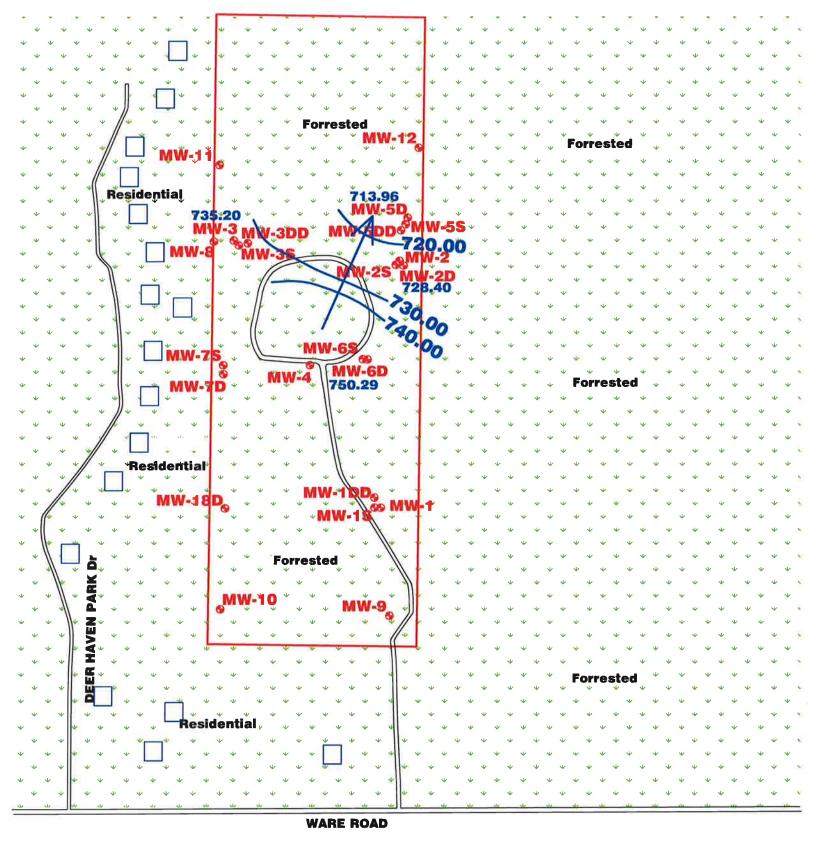
MONITORING WELL LOCATION\*

BUILDING

PROPERTY BOUNDARIES

FIGURE 5A
GROUNDWATER ELEVATIONS AND
FLOW CONTOURS — SHALLOW WELLS
SEPTEMBER 2021
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan
November 2021
194688.20





<sup>\*</sup>Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.

0 APPRO

MONITORING WELL LOCATION\*

PROPERTY BOUNDARIES

LEGEND

BUILDING

FIGURE 5B
GROUNDWATER ELEVATIONS AND
FLOW CONTOURS - DEEP WELLS
SEPTEMBER 2021
Former City of Lovel Landfill

Former City of Lowell Landfill

0 Ware Road

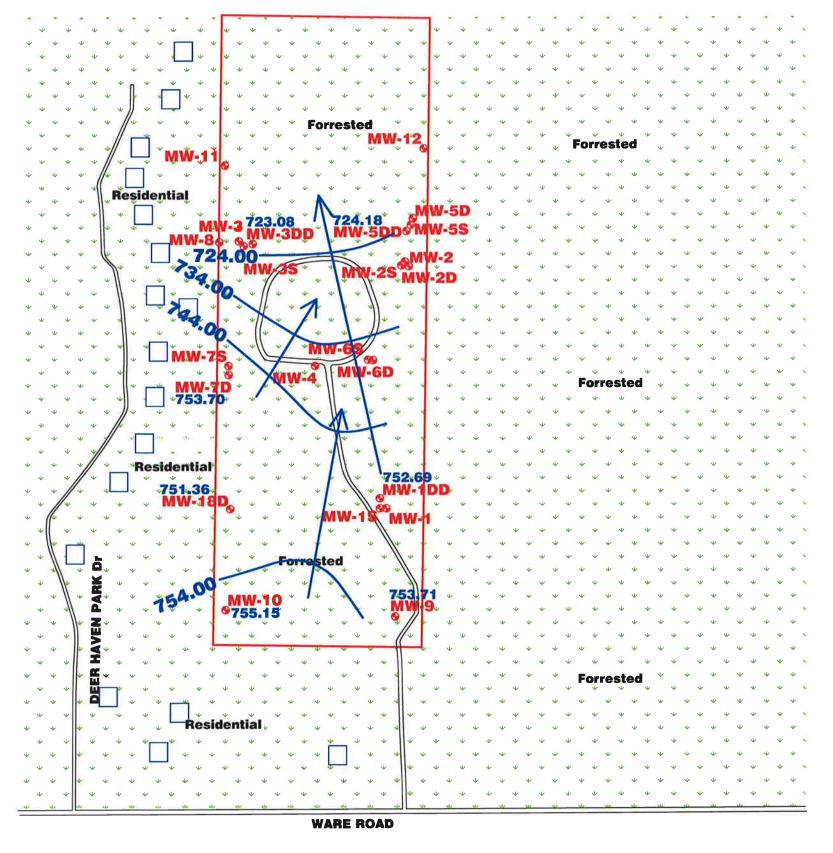
Boston Township, Michigan

November 2021 194688.20

APPROXIMATE SCALE IN FEET

600





<sup>\*</sup>Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.

APPROXIMATE SCALE IN FEET

#### LEGEND

MONITORING WELL LOCATION\*

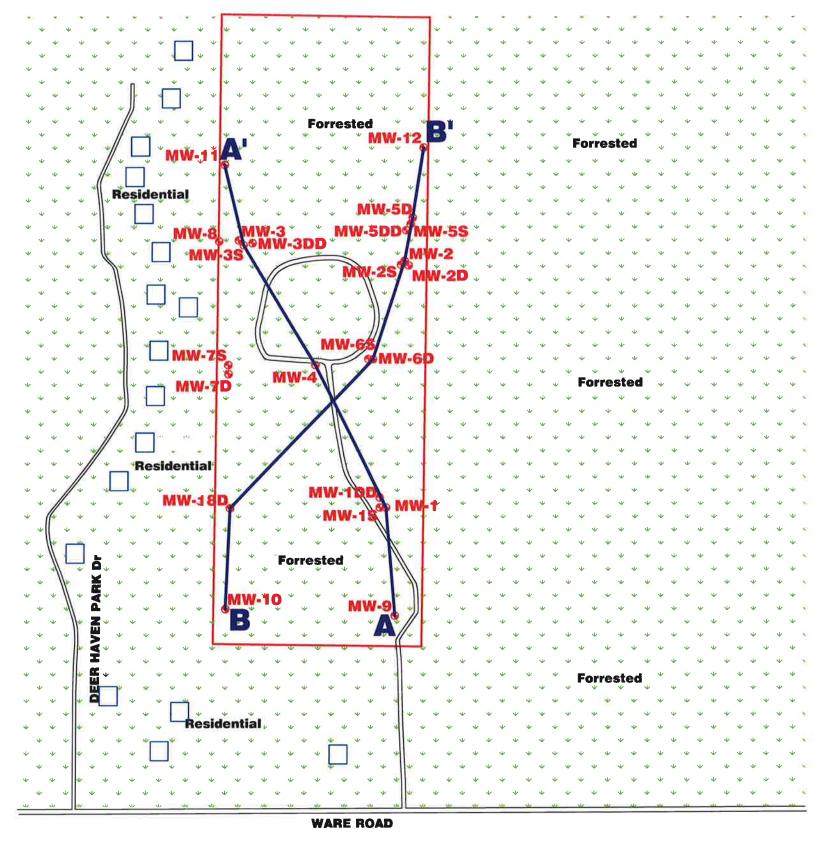
BUILDING

PROPERTY BOUNDARIES

FIGURE 5C
GROUNDWATER ELEVATIONS AND
FLOW CONTOURS - DEEP DEEP WELLS
SEPTEMBER 2021
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan

194688.20





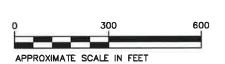
LEGEND

MONITORING WELL LOCATION\*

BUILDING

PROPERTY BOUNDARIES

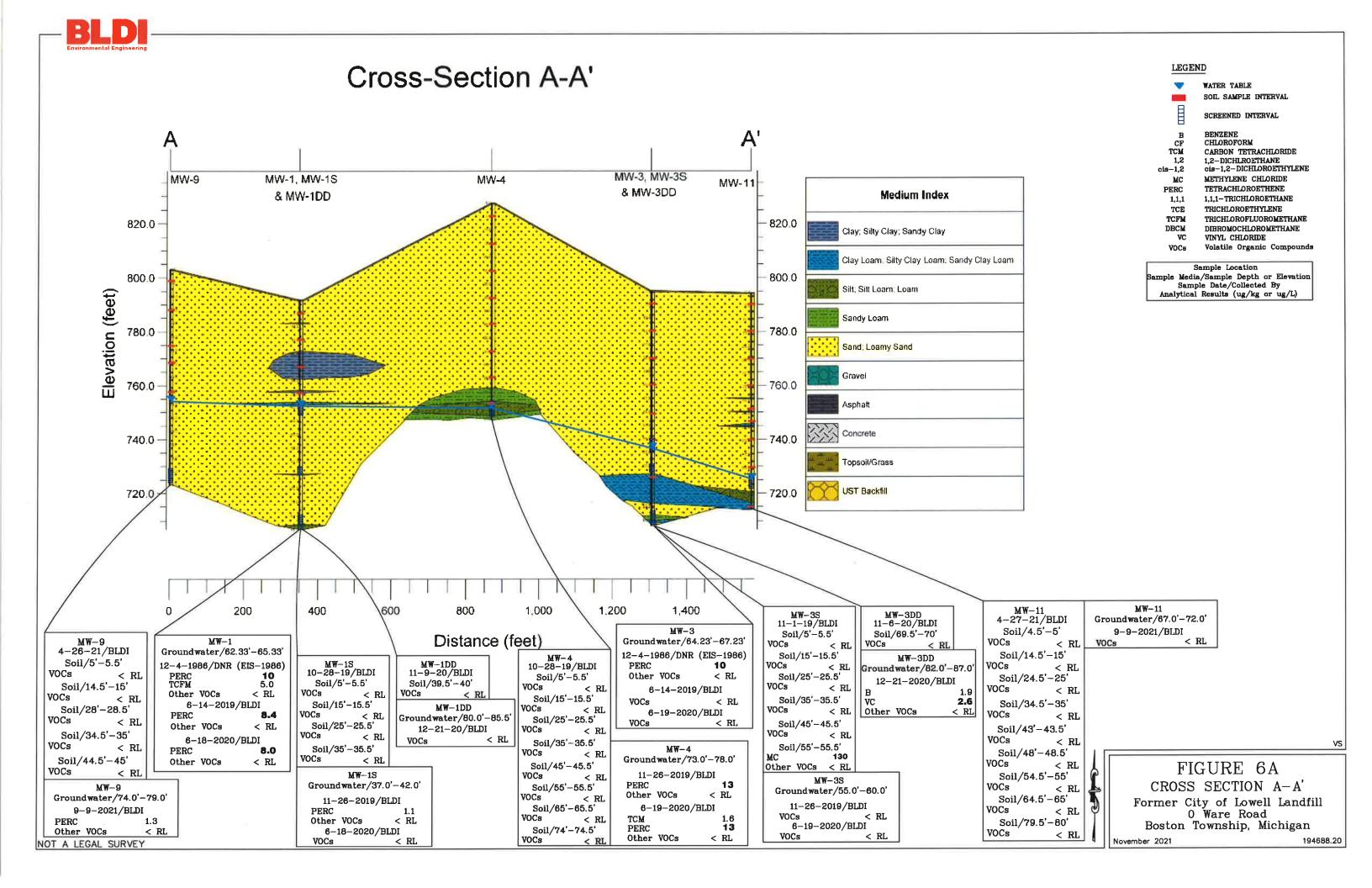
\*Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.



### FIGURE 6 CROSS SECTION TRACE MAP

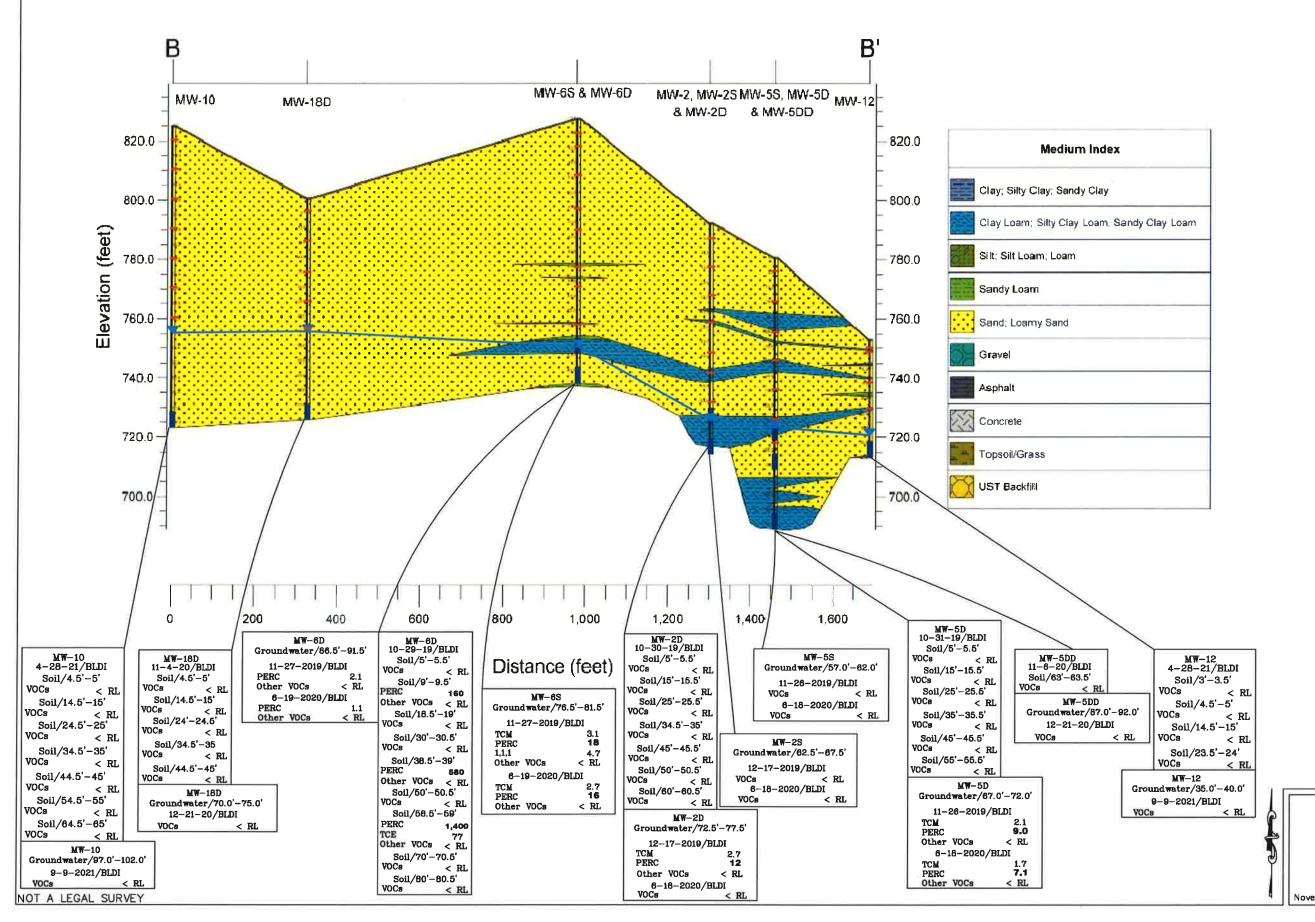
Former City of Lowell Landfill 0 Ware Road Boston Township, Michigan 194688.20

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# - BLD

## Cross-Section B-B'



#### LEGEND

WATER TABLE
SOIL SAMPLE INTERVAL

SCREENED INTERVAL

B BENZENE
CF CHLOROFORM
TCM CARBON TETRACHLORIDE
1,2 1,2-DICHLROETHANE
cis-1,2 cis-1,2-DICHLOROETHYLENE
MC METHYLENE CHLORIDE
PERC TETRACHLOROETHENE
1,1,1 1,1-TRICHLOROETHANE
TCE TRICHLOROETHYLENE

TCFM TRICHLOROFLUOROMETHANE
DBCM DIBROMOCHLOROMETHANE
VC VINYL CHLORIDE

VOCs Volatile Organic Compounds

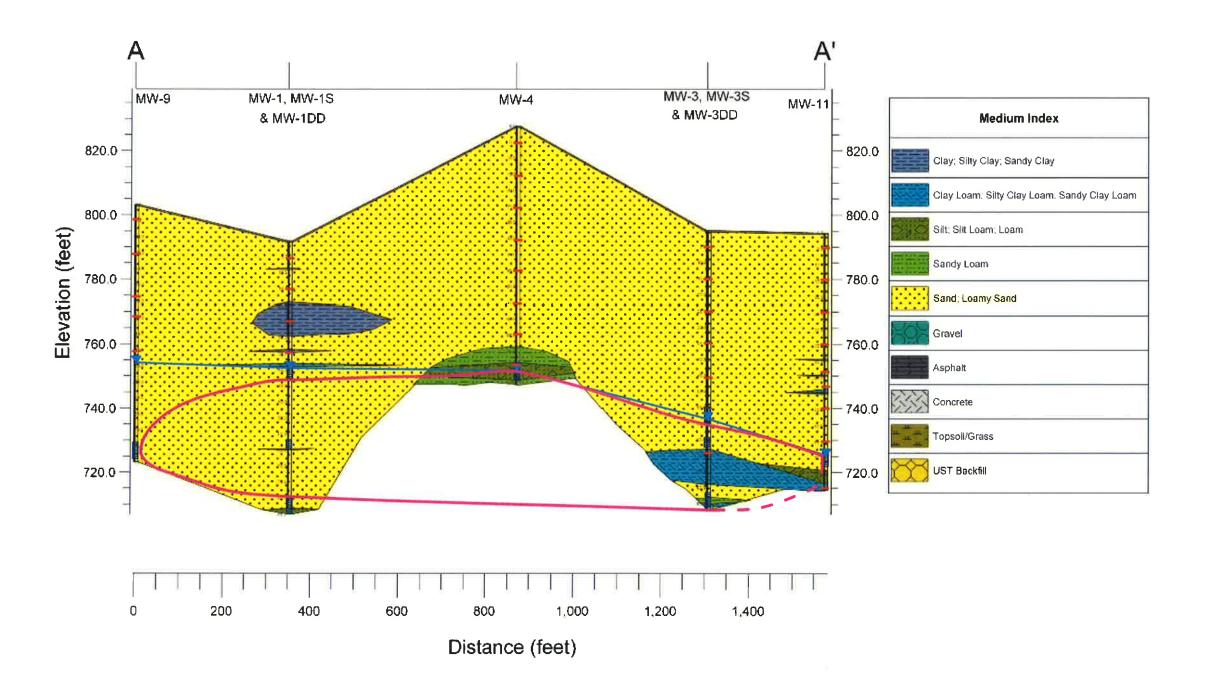
Sample Location

Sample Media/Sample Depth or Elevation Sample Date/Collected By Analytical Results (ug/kg or ug/L)

FIGURE 6B
CROSS SECTION B-B'
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan



# Cross-Section A-A'



#### LEGEND

WATER TABLE SOIL SAMPLE INTERVAL SCREENED INTERVAL

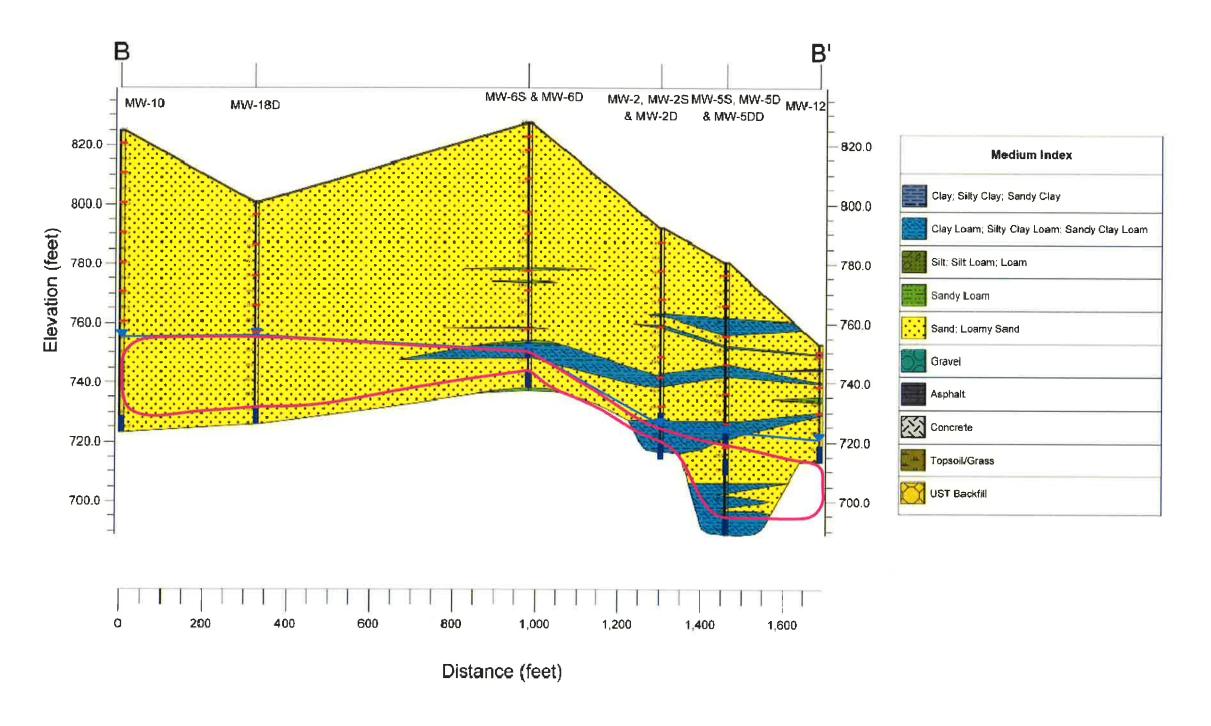
FIGURE 7A

VERTICAL EXTENT OF
CONTAMINATION CSM SECTION A-A'
Former City of Lowell Landfill
O Ware Road
Boston Township, Michigan
December 2021
194688.20

NOT A LEGAL SURVEY



# Cross-Section B-B'



LEGEND WATE

WATER TABLE
SOIL SAMPLE INTERVAL

SCREENED INTERVAL

ESTIMATED LATERAL EXTENT

V

## FIGURE 7B

VERTICAL EXTENT OF
CONTAMINATION CSM SECTION B-B'
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan
December 2021 194688.20



# **Site Status Report**

# Former City of Lowell Landfill 0 Ware Road Boston Township, Ionia County, Michigan

#### Presented to:

EGLE Remediation and Redevelopment Division Grand Rapids District Office Grand Rapids, Michigan

#### On Behalf of:

City of Lowell 301 East Main Street Lowell, Michigan 49331

**April 19, 2021** 

BLDI Project No.: 194688.21

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	2.2	Groundwater Monitoring Activities.
	2.2	2.2.1 Depth to Groundwater Survey and Groundwater Flow Direction
		2.2.2 Groundwater Sampling
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#### 1.0 Introduction and Background

The former City of Lowell Landfill is located at 0 Ware Road in Boston Township, Ionia County, Michigan (Facility). The Facility is an inactive landfill for which the exact period of operation is not accurately known. However, the earliest license available from EGLE records indicates an application approved on June 13, 1966.

The landfill was officially closed on January 20, 1983. During its operation the landfill was cited by Ionia County Health Department (ICHD) for select regulatory noncompliance issues (e.g., numerous facility management and maintenance violations recorded). In early 1986, it was determined by the ICHD and the Michigan Department of Natural Resources (MDNR) that the Lowell City Landfill could be eligible for a hydrogeological study to be funded under the Clean Michigan Fund. The investigation that was conducted is described in the 1987 Hydrogeological Investigation report prepared by EIS Environmental Engineers, Inc. (EIS).

This report documents the activities that were conducted at the Facility by BLDI, Inc. (BLDI) since the submittal of the August 2020 Site Status Report (SSR). BLDI has performed the following activities since the submittal of the SSR for the Facility:

- Installation of six monitoring wells including documenting soil conditions November 2020
- Groundwater elevation survey December 2020
- Groundwater sampling event December 2020
- Monitoring well top-of-casing elevation survey and groundwater sampling event March 2021

The following sections of this report detail the methodology and outcome of the activities performed during this reporting period.

#### 2.0 ACTIVITIES COMPLETED

#### 2.1 Monitoring Well Installation Event

In November 2020, BLDI installed six soil borings, all of which were completed as monitoring wells at the Facility. All the monitoring wells were installed using hollow-stem auger methods and were advanced to a maximum depth of 95 feet below the ground surface (bgs).

Soils in the vadose zone consist of primarily sand with intermittent intervals of loamy sand, sandy loam, silty loam, clay, and silty clay loam. A cross-section depicting the soils encountered during the event is presented as Figure 7. Vadose soils became saturated at depths between 39 and 78.5 feet bgs within the borings. The soil boring logs are presented in Appendix B. Locations of the soil borings and monitoring wells are depicted on Figure 2 (Facility Layout Map).

Soils were field screened throughout the borings using a MiniRAE model 3000, 10.6 eV PID and through visual and olfactory indicators to identify any contaminated intervals. At a minimum, a soil sample was collected from each of the monitoring well clusters and single monitoring well locations from the depth interval exhibiting the greatest evidence of contamination, regardless of the degree of saturation. Additional soil samples were collected from each of the monitoring well clusters to characterize the soil conditions at the Facility.

The soil samples were collected and preserved in accordance with United States Environmental Protection Agency (US EPA) Method 5035, placed in an iced cooler, and submitted to Fibertec for laboratory analysis of volatile organic compounds (VOCs). A summary of the soil analytical results are presented on Table 3 with the maximum detected concentrations compared to their respective Part 201 Generic Residential Cleanup Criteria (GRCC) on Table 1. The detected compounds are also presented by location on Figure 4. The laboratory reports from the soil samples are presented in Appendix A. The analytical results are discussed in Section 3.2 below.

#### 2.2 Groundwater Monitoring Activities

#### 2.2.1 Depth to Groundwater Survey and Groundwater Flow Direction

A static water elevation survey was conducted on November 4, 2020 and December 21, 2020. Each monitoring well was accessed and allowed to equilibrate prior to measuring the static water table elevation. The depth to groundwater for each well was then measured using an electronic tape and recorded. The results of the elevation survey are presented on Table 5.

From the field data collected, the water table elevation for each monitoring well was determined and groundwater elevation contours prepared. Figures 5A and 5B illustrate the resulting groundwater flow contour maps developed from the December 2020 field data. Overall, the groundwater flow direction documented at the Facility indicates that the predominant groundwater flow direction is to the north/northeast within the shallow and deep wells.

#### 2.2.2 Groundwater Sampling

In December 2020 and March 2021, BLDI conducted a groundwater monitoring investigation utilizing sampling methods in accordance with both the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and United States Environmental Protection Agency (USEPA) guidance. For the six monitoring wells installed since the submittal of the August 2020 SSR, groundwater samples representative of formation water were collected using low flow groundwater sampling techniques. The low flow method employed a submersible pump operated at approximately 0.5 liters per minute and demonstrated to be at a pumping rate that would not produce draw down of the water elevation in the well.

Groundwater temperature, conductivity, pH, oxidation/reduction potential, and dissolved oxygen content were all monitored and allowed to equilibrate prior to groundwater sample collection. Groundwater samples were collected from MW-1DD, MW-3DD, MW-5DD, MW-7D, MW-7S, and MW-18D in December 2020. An additional groundwater sample was collected from MW-

3DD in March 2021. Groundwater samples were collected in accordance with low flow sampling methods, as specified in Attachment 5 of the former EGLE Remediation and Redevelopment Division (RRD) Operational Memorandum No. 2, dated October 22, 2004 (RRD-OpMemo-02), now rescinded.

The groundwater sample was collected and submitted to Fibertec Environmental Services (Fibertec), Holt, Michigan under a chain of custody for analysis of volatile organic compounds in accordance with USEPA method 8260 standard. The laboratory analytical report from the groundwater sample analysis is presented in Appendix A. The analytical results are also summarized in Table 4 and are presented by location on Figure 3. Please refer to Section 3.1 for a discussion of the analytical results.

#### 3.0 ANALYTICAL RESULTS

#### 3.1 Groundwater Analytical Results

Laboratory analytical reports from the groundwater sample analyses are presented in Appendix A. As stated above, the analytical results are summarized in Table 4 and are presented by location on Figure 3. Additionally, the maximum concentration of analytes detected at the Facility since BLDI initiated investigations are presented in Table 2. As the data indicates, tetrachloroethene (PERC) was detected in MW-7S; however, it was not detected above its respective residential GRCC. Additionally, benzene, cis-1,2-Dichloroethylene, and vinyl chloride were detected in MW-3DD, of which, only vinyl chloride was detected at concentrations exceeding its applicable residential GRCC. No target analytes were detected in MW-1DD, MW-5DD, MW-7D or MW-18D above analytical reporting limits, and therefore, no analytes within these wells exceed their applicable GRCC.

While delineation of the PERC and vinyl chloride are not yet achieved, several monitoring wells are proposed at the site and BLDI will continue to evaluate the data and place monitoring wells as necessary. The detection of vinyl chloride in MW-3DD will be further evaluated with additional groundwater sampling events.

#### 3.2 Soil Analytical Results

Laboratory analytical reports from the soil sample analyses are presented in Appendix A. Maximum concentrations of analytes detected in the soil at the Facility are presented in Table 1. Additionally, a summary of the analytical results are presented in Table 3 and are presented by location on Figure 3. Soil samples were collected throughout the borings to characterize the soil at the Facility in November 2020. As the data indicates, no target analytes were detected in the soil samples collected from any of the monitoring well locations installed during the November 2020 soil investigation event.

#### 4.0 Proposed Future Actions

Additional monitoring wells will be installed at the Site to delineate the volatile organic compounds present at the Facility. The next monitoring well installation event is anticipated to be completed in May 2021. In addition, the groundwater in MW-3DD will be sampled again to further evaluate the detection of vinyl chloride above its Part 201 GRCC.

5.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

Prepared By: Annika Whitcomb Associate Project Manager

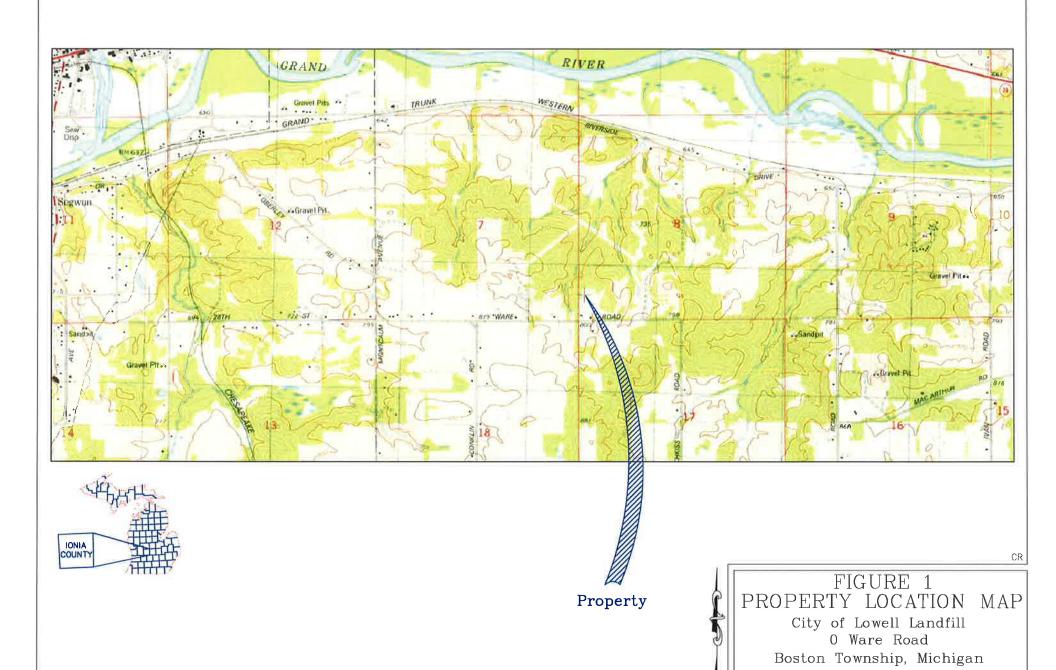
Reviewed By: Renée Pewitt, EP

Vice President





NOT A LEGAL SURVEY



March 2021

194688-20





#### LEGEND

• MONITORING WELL LOCATION\*

PROPERTY BOUNDARIES

\*Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.

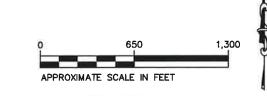


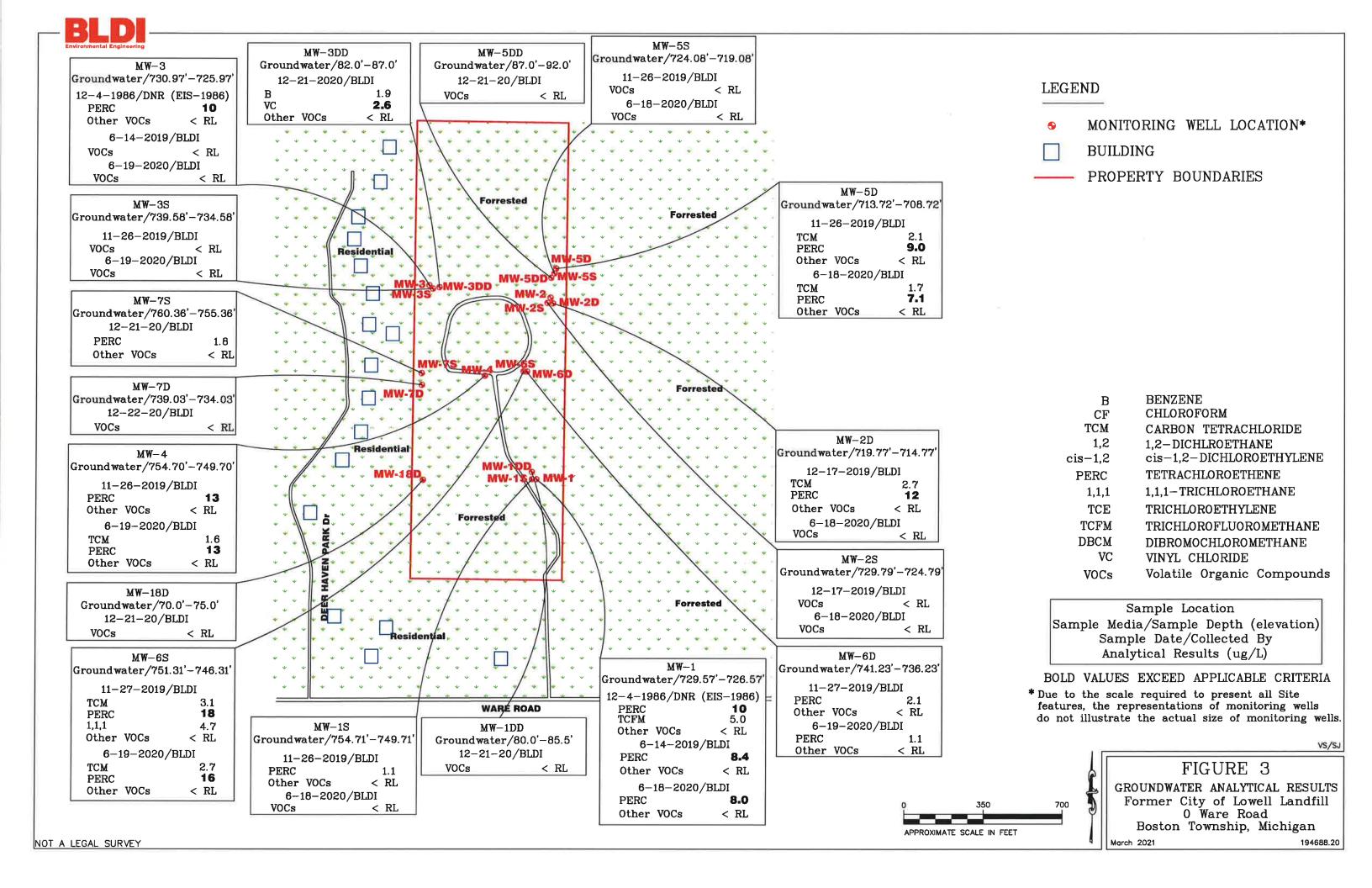
FIGURE 2 FACILITY LAYOUT MAP

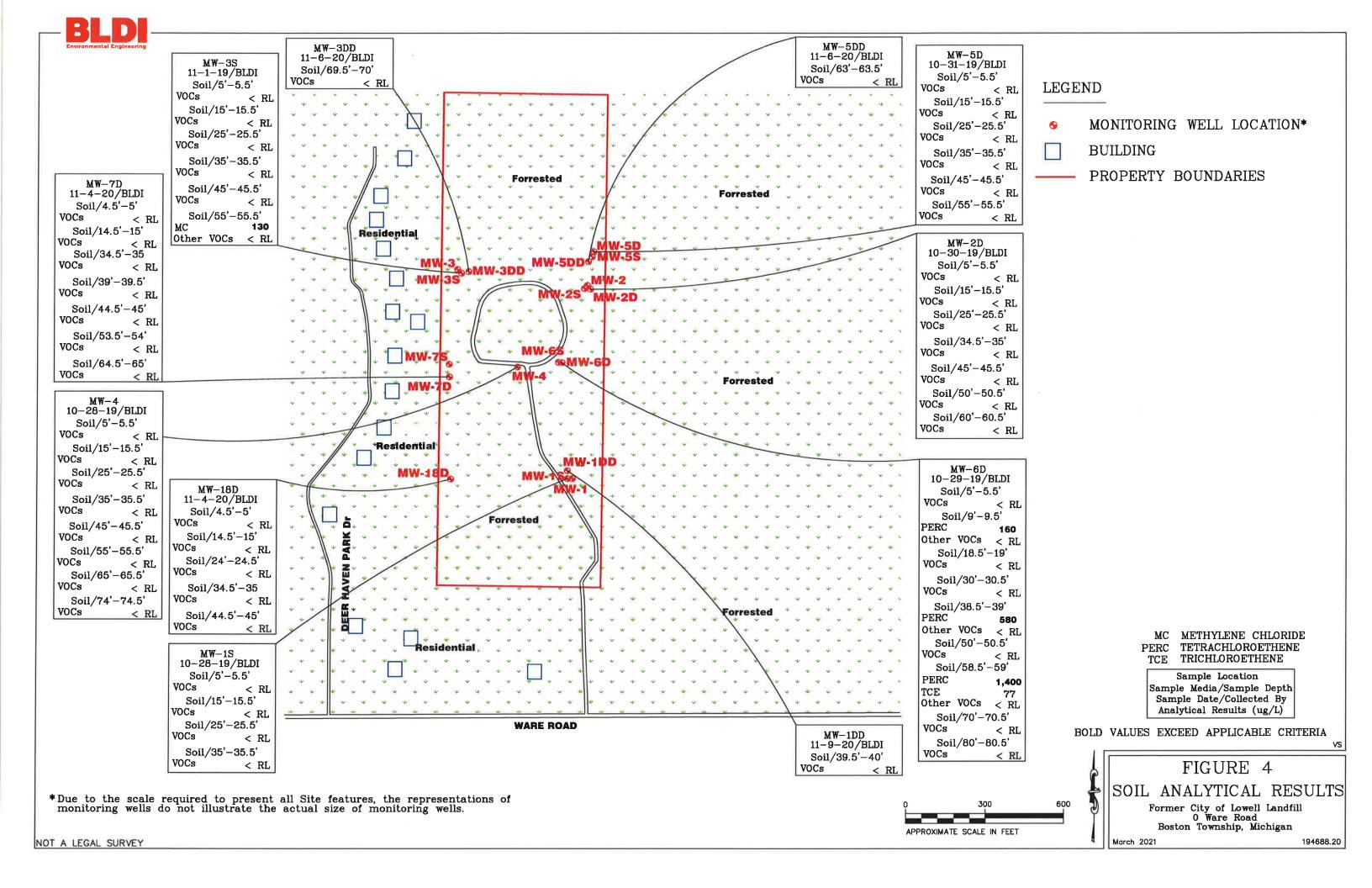
Former City of Lowell Landfill 0 Ware Road Boston Township, Michigan

April 2021

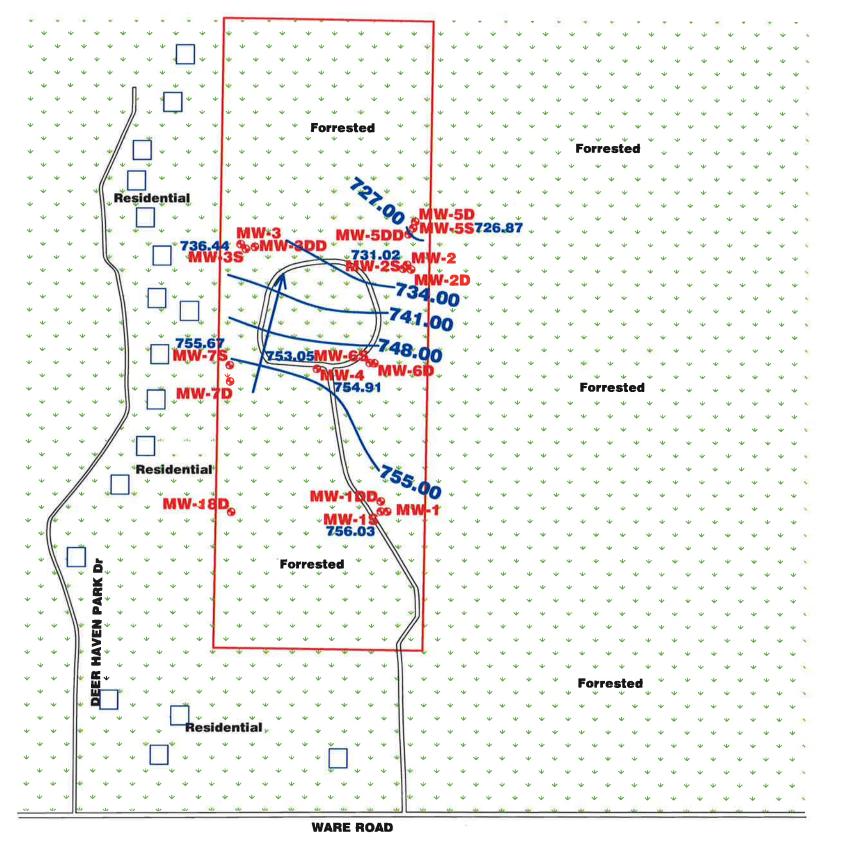
194688.20

CR/KM









<sup>\*</sup>Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.

LEGEND

MONITORING WELL LOCATION\*

BUILDING

PROPERTY BOUNDARIES

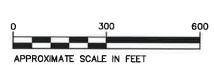
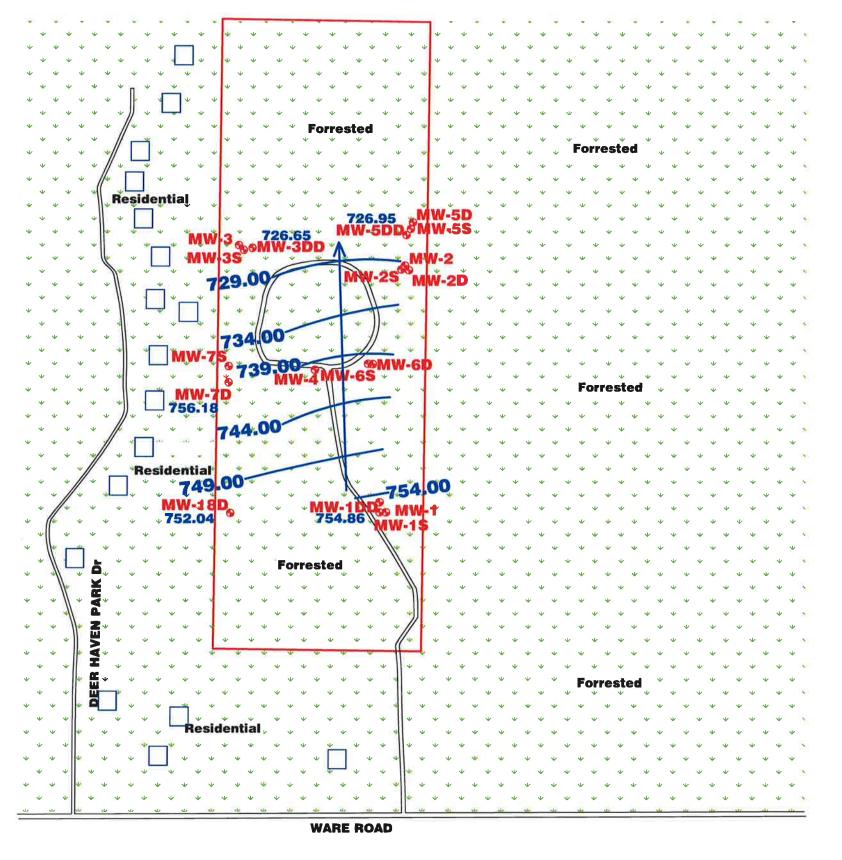


FIGURE 5A
GROUNDWATER ELEVATIONS AND
FLOW CONTOURS — SHALLOW WELLS
DECEMBER 2020
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan
April 2021
194688.20





<sup>\*</sup>Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.

MOBU

LEGEND

MONITORING WELL LOCATION\*

BUILDING

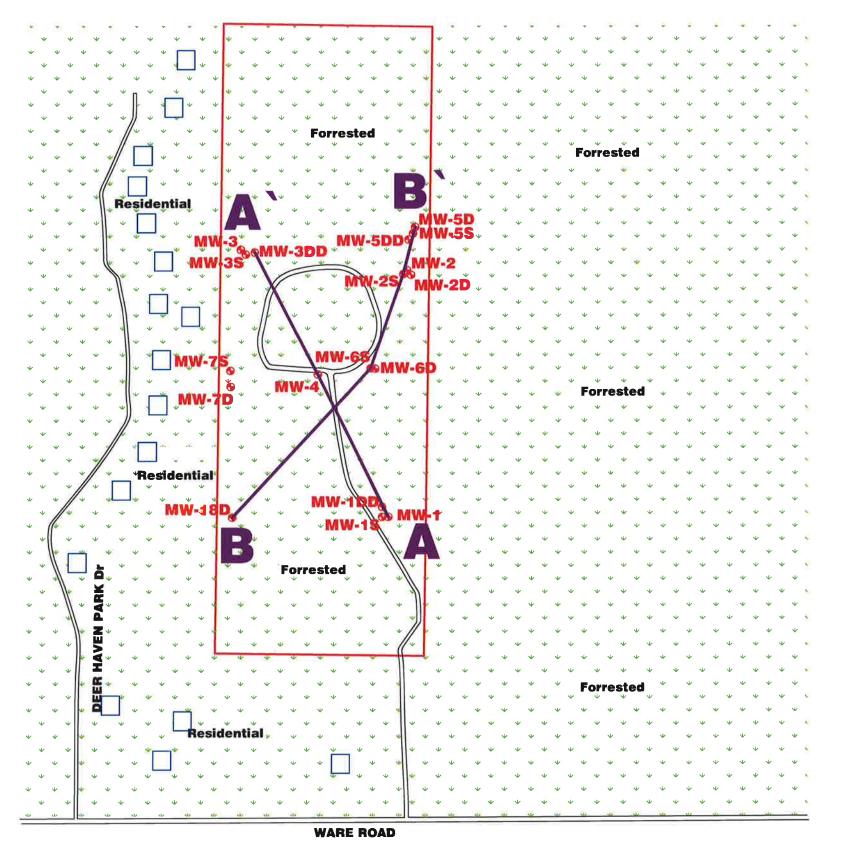
PROPERTY BOUNDARIES

O 300 600

APPROXIMATE SCALE IN FEET

FIGURE 5B
GROUNDWATER ELEVATIONS AND
FLOW CONTOURS - DEEP WELLS
DECEMBER 2020
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan
April 2021
194688.20



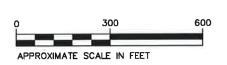


MONITORING WELL LOCATION\*

BUILDING

PROPERTY BOUNDARIES

\*Due to the scale required to present all Site features, the representations of monitoring wells do not illustrate the actual size of monitoring wells.



# FIGURE 6 CROSS SECTION TRACE MAP

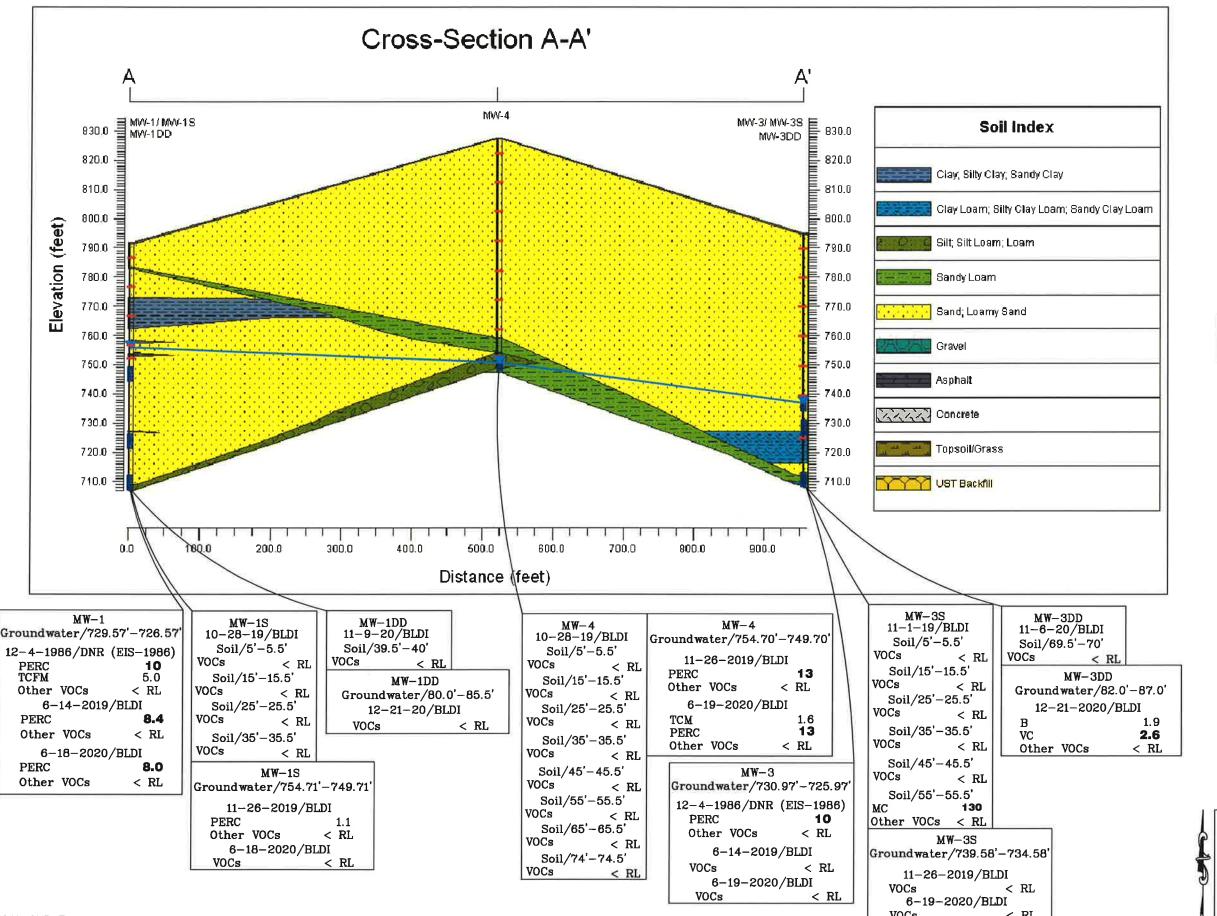
Former City of Lowell Landfill 0 Ware Road Boston Township, Michigan

ch 2021

194688.20

LEGEND





#### LEGEND

WATER TABLE
SOIL SAMPLE INTERVAL

SCREENED INTERVAL

BENZENE CHLOROFORM CARBON TETRACHLORIDE 1,2-DICHLROETHANE cis-1,2-DICHLOROETHYLENE METHYLENE CHLORIDE MC PERC TETRACHLOROETHENE 1,1,1-TRICHLOROETHANE TRICHLOROETHYLENE TCE TRICHLOROFLUOROMETHANE DIBROMOCHLOROMETHANE VINYL CHLORIDE VC **VOCs** Volatile Organic Compounds

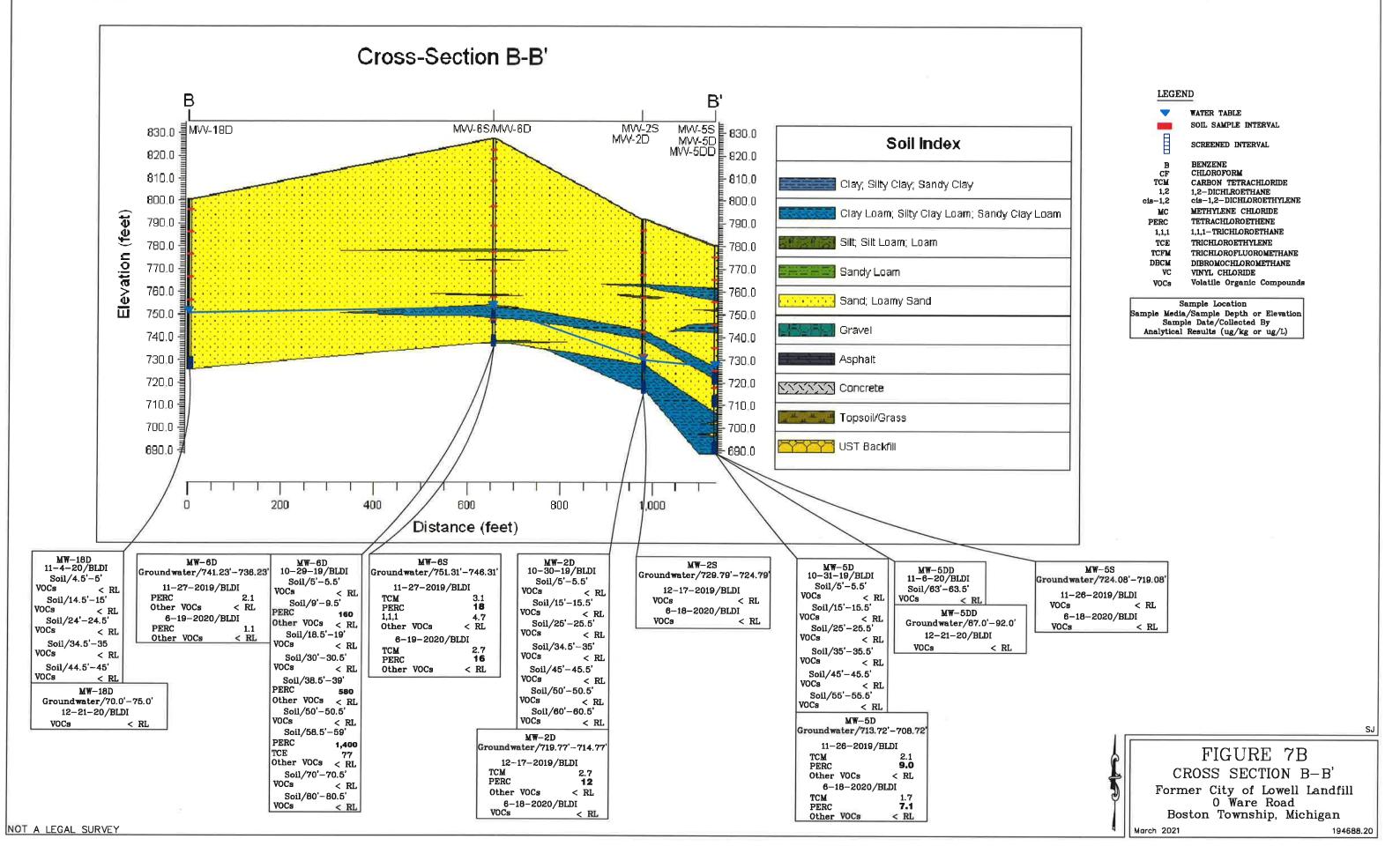
Sample Location
Sample Media/Sample Depth or Elevation
Sample Date/Collected By
Analytical Results (ug/kg or ug/L)

FIGURE 7A
CROSS SECTION A-A'
Former City of Lowell Landfill
0 Ware Road
Boston Township, Michigan

1946

NOT A LEGAL SURVEY





#### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



DATE: December 22, 2021

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager

RE: 990 N. Washington

The City has been renting the house located at 990 N. Washington to Sandra Bartlett and Gary Dietzel since 1979. Prior to 2020, the City had a ten-year lease that expired on June 30, 2020. In the spring of 2020, the lease was extended for 24 months and is set to expire on June 30, 2022. In July 2020, the rent increased from \$450 per month to \$500 per month and increased to \$520 per month in July 2021. The property is located in Vergennes Township and the home resides on three acres.

As I have said before, I do not understand what the justification was to rent the property for all these years. That said, the City needs to decide what we would like to do with the property and if we want to renew the lease.

If you recall, the property was not being properly assessed until 2020. The township has a taxable value of the property of \$57,392. When you calculate the non-homestead tax rate of 47.5802 mills, the annual tax to the property should in the 2021 tax year was \$2,730.73. The City is up to date on these taxes.

As I have said before, the property and home are not a need of the City. We have no use for it. It also is not a good practice for municipalities to be landlords. That said, Ms. Bartlett and Mr. Dietzel have lived here since 1979.

I need direction from the City Council as to what you would like to do going forward with this property. We can extend the lease for up to ten years per the City Charter or we can notify that the City will not extend the lease further than in the current agreement. Attached is the current lease for review.

#### LEASE AGREEMENT

#### NOTICE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF THE PROVISIONS OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS LEASE AGREEMENT ("Lease") has been made effective as of July 1, 2020, between the CITY OF LOWELL, a Michigan municipal corporation ("Landlord"), whose address is 301 E. Main Street, Lowell, Michigan 49331, and GARY C. DIETZEL AND SANDRA BARTLETT (collectively and individually, "Tenant"), whose address is 990 N. Washington Avenue, Lowell, Michigan 49331. In consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

- 1. Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and subject to the conditions of this Lease, the premises located at 990 N. Washington Avenue, Lowell Michigan and identified on the attached Exhibit A (the "Premises").
- 2. Term. The term of this Lease ("Term") shall be for a period of twenty-four (24) months commencing on July 1, 2020, and continuing until midnight on June 30, 2022, unless the Term shall sooner terminate (the "Termination Date"). Either Landlord or Tenant may terminate this Lease sooner for any reason upon giving the other party thirty (30) days' advance notice in accordance with paragraph 7 hereof.
- 3. Rent. Tenant shall pay rent monthly in accordance with the following schedule:

<u>Period</u>	Amount Per Month
July 2020 through June 2021	\$500.00
July 2021 through June 2022	520.00

Tenant shall pay each monthly rental payment, in advance, without any setoff or deductions, on or before the first day of each calendar month during the Term. All payments shall be made by check or money order payable to Landlord, and mailed to Landlord at such place as Landlord may designate. No receipt by Landlord of a lesser amount than the monthly rental payment or endorsement of any check or any letter accompanying a rental payment shall be deemed an accord and satisfaction. All payments received shall be applied first to returned check charges and late fees due pursuant to paragraph 4 below, then to other amounts, excluding rent, due hereunder, then to rent due hereunder.

- 4. Late Charges; Returned Checks; Costs of Collection. To compensate Landlord for the extra administrative costs it will incur: (i) Tenant shall pay a late charge of Twenty Dollars (\$20.00) if the monthly rent is not received by landlord within ten (10) days after rent is due. The late charge is neither a liquidated damage nor the sole or exclusive remedy of Landlord for the late payment of rent; (ii) if any of Tenant's checks are returned to Landlord, unpaid, Tenant shall pay Landlord an additional service charge of Fifty Dollars (\$50.00) for each such check. If Landlord must institute legal proceedings against Tenant for a violation of this Lease, Landlord shall, to the extent permitted by law, be entitled to recover from Tenant its reasonable costs of enforcement.
- 5. Utilities and Property Taxes. Tenant shall be responsible for and pay the entire amount of charges for all utilities, phone or communications service, cable, and residential garbage service in respect of the Premises.

Landlord shall not be responsible for any failure or interruption of any utility or service if the interruption is permitted by law. Landlord shall pay any property taxes due on the Premises.

- 6. Notices. Any notice which either party may or is required to give hereunder may be served personally or sent by certified mail, return receipt requested, and postage prepaid, as follows:
- (1) To Tenant at the Premises or at the forwarding address Tenant leaves with Landlord pursuant to paragraph 6 above;
  - (2) To Landlord at:

City of Lowell Attention: City Manager 301 E. Main Street Lowell, Michigan 49331

or at such other places as may be designated in writing by the parties from time to time.

- 7. Use and Occupancy of the Premises. Tenant shall use and occupy the Premises for single family residential purposes, and for no other purpose. Tenant shall comply with all laws and covenants affecting the Premises or their use or occupancy, all covenants, rules and regulations regarding the Premises, and shall not permit any nuisance or waste, loud noises, disturbances of the peace, harassment, or any acts or omissions that bring ill-repute to the Premises or Landlord or that result in neighbors' complaints. Tenant shall not permit any illegal, immoral or hazardous activities on the Premises or any activities which will increase insurance rates or generate an unusual amount of traffic. Tenant shall be liable for, and shall indemnify and hold Landlord harmless from, any personal injury or property damage claims, expenses and actual attorney fees related to the Premises, unless caused by reckless, intentional or criminal action of Landlord. Tenant shall not permit hazardous, flammable or explosive substances on the Premises and shall comply with all environmental laws at Tenant's expense
- 8. Condition of Premises; Maintenance; Repair. Tenant agrees that Landlord has made no warranties or representations as to condition or repair of the Premises, nor has any promise to alter, repair or improve the Premises been made except as contained in this Lease. Tenant accepts the Premises in their current condition, acknowledges that they are habitable and agree, during the term of this lease, to keep them in the same or better condition (reasonable wear and tear excepted) and at the expiration thereof, yield and deliver up in the same condition as when taken, reasonable wear and tear excepted. Tenant acknowledges that the Premises are in habitable condition, and accepts the Premises in its "AS IS/WHERE IS" condition. Tenant agrees not to use the structure identified as "Old Pump House Brick" on the attached Exhibit A until, at Tenant's Cost, it has been examined by a licensed structural engineer and repairs and modifications as recommended by such structural engineer have been completed at Tenant's sole cost and Tenant has provided Landlord reasonable documentation evidencing the same. Tenant shall keep the lawn and landscaping watered and neatly trimmed, free of rubbish or unsightly items, and shall employ periodic extermination services as necessary to keep the Premises free of all pest infestations. Tenant shall, at Tenant's expense, also keep the foundation, roof, furnace, air conditioning, electrical and plumbing systems, exterior walls and all load-bearing portions of the Premises in good repair throughout the Term, but shall not be required to replace any of them unless damage was caused by or permitted by Tenant. Tenant shall pay for plumbing service for removal of foreign substances or clogging of any plumbing system or fixture. Tenant shall not permit parking on any portion of the Premises except the driveway. Tenant agrees it shall be Tenant's sole responsibility to repair and maintain the Premises pursuant to Tenant's obligations as set forth in this Lease. Tenant shall be responsible for any damage caused to the Premises by Tenant or by Tenant's family members, guests or invitees. Tenant agrees to report promptly to Landlord any damage caused to or discovered in the Premises. Landlord may repair, at Landlord's sole

option and at the expense of the Tenant, all damage to the Premises for which Tenant is responsible hereunder. To the extent permitted by law, Landlord's reasonable delay in providing services it is required to provide shall be excused when caused by events beyond Landlord's reasonable control.

- 9. Personal Property. Tenant agrees that all personal property is kept on the Premises at Tenant's own risk. Landlord shall not be responsible for any loss of or damage to any personal property whatsoever that may be on the Premises. Tenant agrees to maintain Tenant's own personal property insurance. Tenant releases Landlord from any and all liability for any loss of or damage to personal property left by Tenant after Tenant vacates the Premises.
- 10. Fire or Destruction; Premises Not Habitable. If the Premises, or any substantial part thereof, are destroyed or rendered untenable by fire or other casualty, Landlord shall have the right to terminate this Lease upon written notice. If the Premises are rendered non-habitable for any reason whatsoever, and Tenant fails to perform Tenant's obligations under this Lease, including Tenant's repair and maintenance obligations, this Lease shall terminate immediately.
- 11. Waiver of Subrogation. Landlord and Tenant each hereby release the other, including employees, agents, family members, invitees, and guests of the other, from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer's rights of subrogation.
- 12. Indemnification. Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Tenant's family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law.
- 13. Smoke Detectors. Tenant agrees that unit is equipped with a working smoke detector. Tenant agrees to keep the number of smoke detectors required by law in working order, including replacement of batteries as necessary.
- 14. Assignment and Subletting. Tenant shall not assign the Lease in whole or in part (for security or otherwise) or sublet all or any portion of the Premises, *provided*, *however*, one of the persons identified as Tenant in the first paragraph hereof may be substituted with another person upon (a) notice to Landlord in accordance with paragraph 7 hereof and (b) such substituted person signing an addendum to this Lease agreeing to abide by its terms.
- 15. **Default.** Notwithstanding Landlord's right to impose a late charge, Tenant's failure to pay any monthly rental payment when due, or to perform any of Tenant's obligations hereunder, shall constitute a default. If Tenant defaults in the payment of Rent, allows a material health hazard, criminal act or continuing physical injury to the Premises to exist and such default shall continue for seven (7) days (fifteen (15) days for a non-monetary default) after notice from Landlord (unless a lesser notice period is at any time permitted by law, in which case such shorter period shall apply), or Tenant is late in paying rent three or more times, or Tenant defaults in the performance of any of its other obligations under this Lease and such default shall continue for seven (7) days after notice thereof from Landlord specifying the default (unless a lesser notice period is at any time permitted by law such as related to illegal substances on the premises, in which case such shorter period shall apply), then Landlord may cure such default, and any costs and expenses incurred by Landlord therefor shall be deemed additional rent due upon demand. Alternatively, Landlord may retake the Premises without

terminating this Lease, in which case Tenant shall continue to pay rent and shall pay all costs of retaking, repairing and reletting the Premises and any difference in rental received if the Premises are relet, all as allowed by applicable law, or Landlord may terminate this Lease with such notice as is required by law and require Tenant to peaceably surrender possession of the Premises to Landlord and pay all damages caused by the default, including without limitation Landlord's reasonable attorney fees and costs. If Tenant shall be absent from the Premises for a period of fifteen (15) consecutive days while in default, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Tenant shall be in default and may be evicted if tenant, member of tenant's household, or other person under the tenant's control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance as defined by Public Act 368 of 1978, as amended, on the Premises. Tenant agrees that acceptance of monthly rental payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligation to Landlord by the amount of such partial payment.

- 16. Holdover. Any holding over after the Termination Date will be only with the prior written consent of the Landlord and will, in any case, be construed as a month-to-month tenancy, subject to all other conditions of this Lease, and with the holdover rent to be the monthly rate stated in this Lease, plus the cumulative increase since the Lease's effective date in the Consumer Price Index Midwest Urban since the commencement date of this Lease.
- 17. Waiver. Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Lease shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
- 18. Lead Paint. Tenant(s) acknowledges review and execution of the Lead Warning and Disclosure Statements and receipt of the Environmental Protection Agency pamphlet entitled "Protect Your Family From Lead in Your Home."
- 19. Joint and Several Agreements. If the Premises are rented to more than one Tenant, all Tenants are jointly and severally responsible for the payment of rent and all covenants and terms of this Lease.
- 20. Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.
- 21. Reserved Rights. Landlord reserves the right to enter the Premises, as may be allowed by law for inspection, repairs, alterations or additions, inspection of the Premises, and other like purposes including specifically an annual inspection by Landlord's building official all of which shall be made at reasonable times and with notice to Tenant, except in case of emergency.
- 22. Severability. If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect. This Lease shall bind and benefit Landlord and Tenant and their successors, heirs, administrators, legal representatives, executors or assigns.
- 23. Entire Agreement; Modifications in Writing. Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire agreement between the parties. No modifications of this Lease shall be binding unless in writing, signed by the Tenant and by an authorized agent of Landlord. This Lease may be executed

in multiple counterparts which together shall constitute one original. Facsimile signatures shall be of the same effect as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Lease deemed effective as of the date first written above.

Date: 6 . 22 · 20

Date: 6.22.20

Date: 4 15.20

TENANT:

Gary C. Dietze

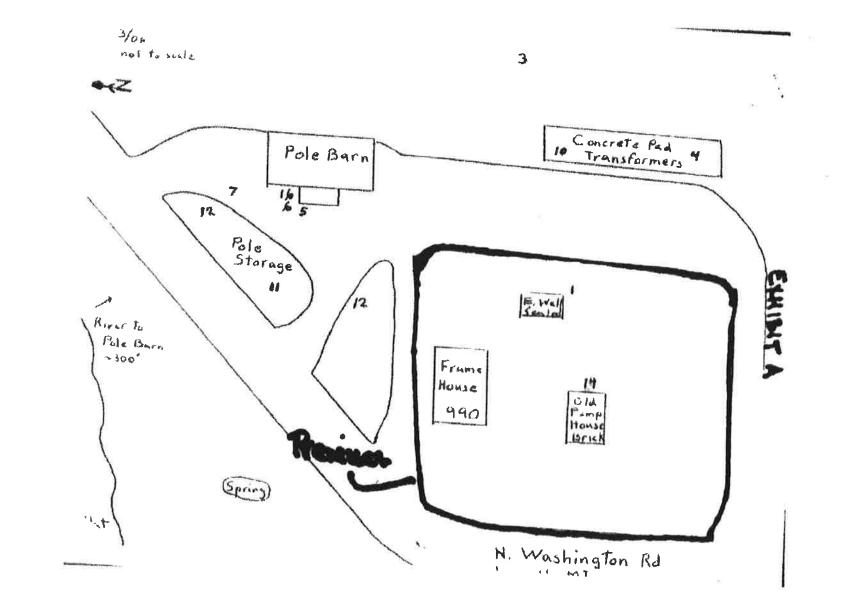
Sandra Bartlett

LANDLORD:

**CITY OF LOWELL** 

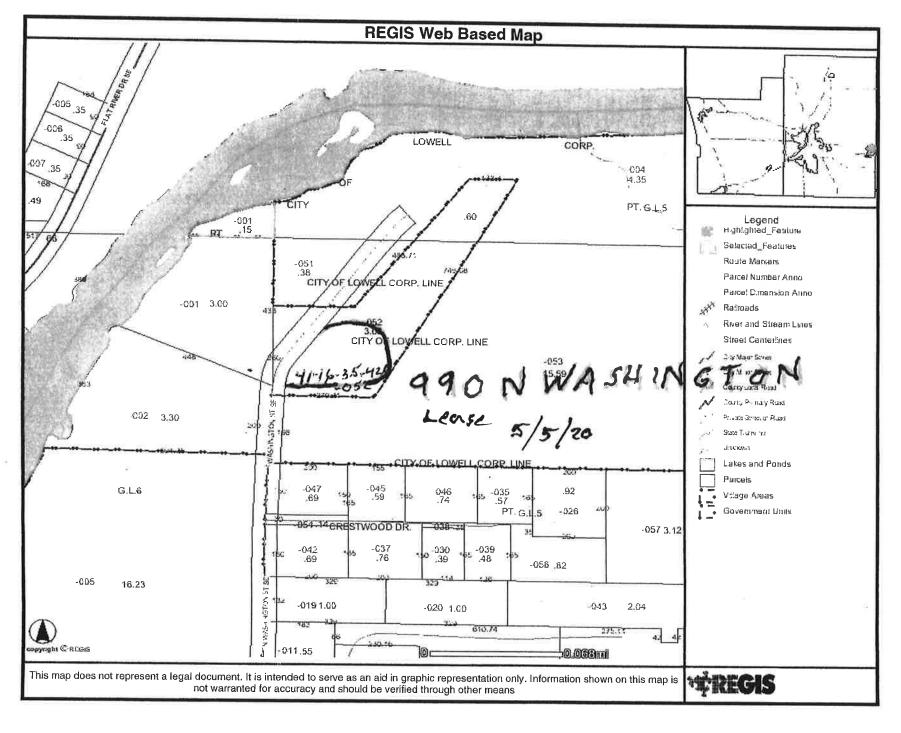
Michael Devore, Mayor

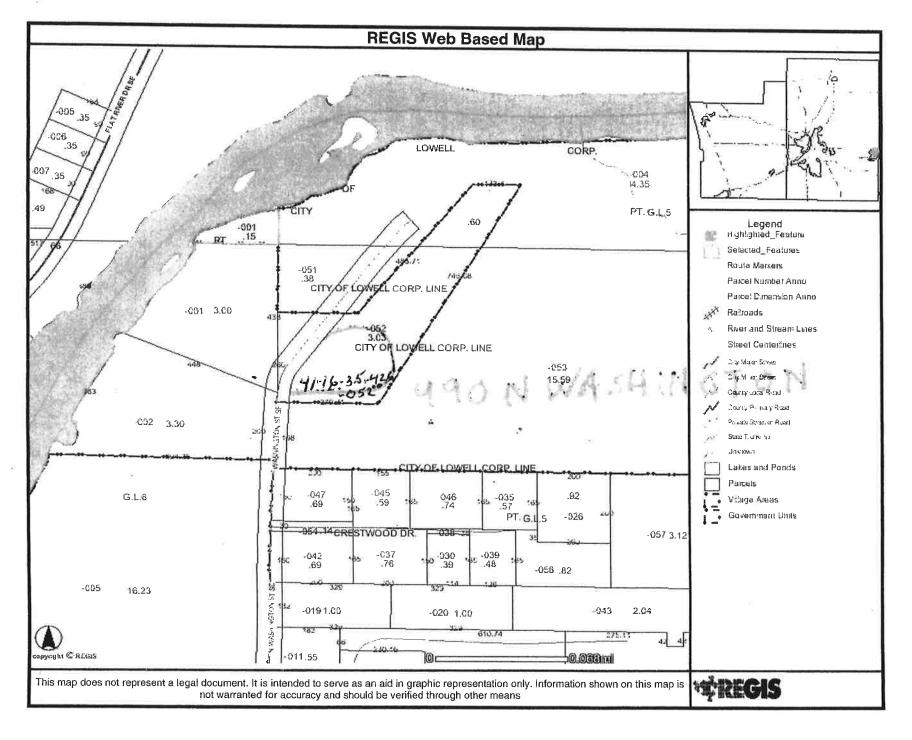
Susan Ullery, City Clerk





3 9-{Z Concrete Pad Transformers Pole Barn Premises 7 Concrete Block Blug My Sheds 8 Pole Storage 13 11 River to Pole Barn Frame ~300' Sattale Honse (Spring) 1-4 990 N. Washington Rd Lease





#### **LOWELL CITY ADMINISTRATION**

INTER OFFICE MEMORANDUM



DATE: December 22, 2021

TO: Mayor Mike DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager

**RE:** Resolution 01-22, Poverty Exemption

The Michigan Department of Treasury requires Communities to establish poverty guidelines for those who are unable to contribute toward the public charges. Those in this situation are deemed a poverty exemption if they meet all of the requirements.

Annually these resolutions must be reviewed and established. We have not made any changes since last year, with the exception of the state making modifications to the income levels due to inflation.

I have also attached Resolution 01-22 to address this. I recommend the Lowell City Council approve Resolution 01-22 to adopt a current poverty exemption policy and guidelines in accordance with the General Property Tax Act.

#### <u>CITY OF LOWELL</u> POVERTY EXEMPTION POLICY AND GUIDELINES

- 1. <u>Purpose</u>. The principal residence of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation, as further governed by MCL 211.7u. Principal residence is defined as the "principal residence or qualified agricultural property" as those items are defined in MCL 211.7dd(c) and (d).
- 2. <u>Eligibility</u>. To be eligible for the poverty exemption, the applicant must meet <u>all</u> of the following requirements:
  - (a) The applicant must be an owner of, and occupy as a principal residence, the property for which the exemption is requested.
  - (b) The applicant's household income must not exceed the federal poverty level as annually defined by the United States Department of Health and Human Services.

#### POVERTY INCOME STANDARDS FOR 2021 ASSESSMENTS

Persons in Family/Household	Poverty Guideline
1 Person	\$12,760
2 Persons	\$17,240
3 Persons	\$21,720
4 Persons	\$26,200
5 Persons	\$30,680
6 Persons	\$35,160
7 Persons	\$39,640
8 Persons	\$44,120**

<sup>\*\*</sup>For families/households with more than 8 Persons, add \$4,480 for each additional person.

#### POVERTY INCOME STANDARDS FOR 2022 ASSESSMENTS

Persons in Family/Household	Poverty Guideline
1 Person	\$12,880
2 Persons	\$17,420
3 Persons	\$21,960
4 Persons	\$26,500
5 Persons	\$31,040
6 Persons	\$35,580
7 Persons	\$40120
8 Persons	\$44,660 **

<sup>\*\*</sup>For families/households with more than 8 Persons, add \$4,540

#### for each additional person

(c) The applicant's total assets, <u>except the principal residence being claimed</u>, including cash, fixed assets, and other property that could be converted to cash to pay property taxes, should not exceed \$10,000 for the applicant or \$15,000 for the household.

Assets\*\* include, but are not limited to, the following:

- A second home
- Land
- Buildings other than the primary residence
- Motor vehicles
- Recreational vehicles such as campers, motor-homes, boats, and ATVs
- Jewelry, antiques, and artwork
- Equipment
- Other personal property of value
- Bank accounts over \$5,000
- Stocks
- Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances, and one-time insurance payments
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches
- \*\*Assets <u>do not include</u> essential household goods (such as furniture, appliances, dishes, and clothing), or term life insurance.

The Board of Review will not reduce the value of the assets by the amount of any indebtedness owed on such assets, or any indebtedness otherwise owned by the applicant.

If the applicant meets these eligibility requirements, the applicant will be entitled to a poverty exemption as long as the applicant complies with the remaining requirements and procedures set forth in this policy and guidelines.

- 3. <u>Application</u>. To apply for the poverty exemption, a person shall do all of the following on an annual basis:
  - (a) File a Poverty Exemption Application with the Assessor or Board of Review. Applicants must obtain the Application from the Assessor's Office. Physically challenged or infirmed applicants may call the Assessor's Office to make necessary arrangements for assistance.

- (b) Submit copies of federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.
- (c) Produce a valid driver's license or other forms of identification, if requested.
- (d) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested, if such proof of ownership is requested by the Board of Review.
- (e) Provide evidence of other assets including investments, real property, and retirement accounts, which include but are not limited to W-2 forms, interest income statements, dividend income statements, social security benefit statement, pension benefit statements, SSE benefit statements, workman's compensation benefit statement, public assistance benefit statement, general assistance benefit statements, ADC benefit statements, child support documentation, and alimony documentation.
- (f) Information and documents submitted in support of this application will be kept confidential, to the maximum extent permitted by law.
- 4. <u>Appearance Before the Board of Review</u>. The applicant, or a representative of the applicant, will be required to appear before the Board of Review to respond to any questions that the Board or Assessor may have concerning the exemption application, unless a written medical excuse provided by his/her doctor at the time the application is submitted.
  - (a) An applicant may be called to appear before the Board of Review on short notice.
  - (b) An applicant may have to answer questions regarding the applicant's financial affairs, health, or the status of people living in the applicant's home before the Board of Review at a meeting that is open to and will be attended by the public.
  - (c) An applicant appearing before the Board of Review may be administered an oath as follows:

"Do you \_\_\_\_\_ swear and affirm that the evidence and testimony you will give in your own behalf before the Board of Review is the truth, the whole truth, and nothing but the truth, so help you?"

- (d) The Secretary of the Board of Review may tape record and will keep minutes of all proceedings before the Board of Review.
- (e) If called to appear before the Board of Review, physically challenged or infirmed applicants may call the Assessor's Office to make necessary arrangements for assistance.

- (f) The Board of Review may, in its discretion, review poverty exemption applications without the applicant or the applicant's representative being physically present.
- 5. <u>Evaluation of Application</u>. Applications for poverty exemptions will be evaluated based on information submitted to the Board of Review by the applicant, testimony taken from the applicant, and information gathered by the Board of Review from any source.
  - (a) The Board of Review is not required to grant poverty exemption for property owned by multiple owners as long as at least one owner is not eligible for the poverty exemption.
  - (b) The Board of Review may conduct an investigation to verify the information submitted or statements made to the Assessor or Board of Review in regard to the applicant's poverty exemption claim.
  - (c) The Board of Review may not deny a poverty exemption based upon mere speculation regarding the level of an applicant's income or assets.
  - (d) A poverty exemption, if granted, shall remain in effect for one year and an applicant's eligibility for the poverty exemption shall be determined each year.
- 6. <u>Special Circumstances Warranting Application of the Poverty Exemption</u>. The Board of Review may, in its discretion, grant a poverty exemption to a taxpayer who does not meet the income and asset tests contained in these guidelines where one or more of the following has resulted in hardship to the taxpayer:
  - (a) Unforeseen prolonged cessation of income due to circumstances beyond the applicant's control.
  - (b) Trauma or critical illness of the applicant or the applicant's immediate family member which resulted in excessive financial liabilities for which the taxpayer does not receive reimbursement.
  - (c) Catastrophic loss.
  - (d) Other extenuating circumstances which the Assessor and Board of Review agree are legitimate hardships over which the applicant has no control.
- 7. <u>Deviation from the Guidelines</u>. The Board of Review shall follow the guidelines as approved by the Lowell City Council in granting or denying an exemption unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from these guidelines and the substantial and compelling reasons are communicated in writing to the applicant.

#### CITY COUNCIL CITY OF LOWELL KENT COUNTY, MICHIGAN

#### **RESOLUTION NO. 01-22**

# RESOLUTION TO ADOPT A POVERTY EXEMPTION POLICY AND GUIDELINES IN ACCORDANCE WITH THE GENERAL PROPERTY TAX ACT

Councilmember supported by Councilmember moved the
adoption of the following resolution:
WHEREAS, Section 7u of the General Property Tax Act, 1893 PA 206, MCL 211.1 e
seq. (the "GPTA") permits the City to exempt from taxation, in whole or in part, the principal
residence of persons who, by reason of poverty, are unable to contribute toward the publi
charges; and
WHEREAS, Subsection 7u requires that applicants for the poverty exemption must mee
certain requirements as set forth in the GPTA and as set forth in the City's Poverty Exemption
Policy and Guidelines in order to be eligible; and
WHEREAS, the City of Lowell has developed its own Poverty Exemption Policy and
Guidelines in accordance with the GPTA requirements.
NOW, THEREFORE, BE IT HEREBY RESOLVED:
1. The attached Poverty Exemption Policy and Guidelines are hereby adopted for use i
implementation in accordance with Section 7u of the GPTA.
2. All resolutions and parts of resolutions are, to the extent of any conflict with thi
resolution, rescinded.
YES: Councilmembers
NO: Councilmembers
ABSTAIN: Councilmembers

ABSENT:	Councilmembers	
RESOLUTIO	ON DECLARED ADOPTED.	
Dated: Januar	y 3, 2022	Susan Ullery, City Clerk
	CERTIFIC	ATION
the City Cour public notice	ncil of the City of Lowell at a regu	and complete copy of a resolution adopted by lar meeting held on January 3, 2022, and that it to, and in compliance with, Act 267 of the
Dated: Januar	ry 3, 2022	Susan Ullery, City Clerk

#### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM

DATE:

**December 22, 2021** 

TO:

Michael T. Burns

FROM:

Suzanne M. Olin

RE:

**Annual Authorization of Signatures** 

for City Bank Accounts and

**Designation of Depository Banks** 

#### Authorized Signatures:

Mayor

Mayor Pro Tem

City Manager Michael T. Burns City Treasurer Suzanne Olin

Police Chief Chris Hurst

Deputy City Treasurer Lori Gerard

#### Safety Deposit Box:

Susan Ullery Amy Brown

#### Depository Banks:

Union Bank

Huntington Banks

PNC Bank

Fifth Third Bank

Macatawa Bank

Bank of America

Mercantile Bank of Michigan

(Ada)

(Lowell)

(Grand Rapids)

(Covell, Ada, Grand Rapids)

(Grand Rapids)

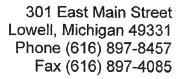
(Grand Rapids)

(Lowell, Grand Rapids)

Recommended Motion: That the Lowell City Council approve the annual authorization of signatures for City Bank Accounts and designation of depository banks as proposed.

#### **APPOINTMENTS**

Airport Board	Expires
Vacancy (Dave Pasquale – Currently Serving) Vacancy (Eric Nelson – Currently Serving)	01/01/2022 01/01/2022
Board of Review Vacancy (alternate)	01/01/2023
Building Authority Vacancy (Suzanne Olin – Currently Serving)	01/01/2022
Construction Board of Appeals Vacancy	01/01/2021
Downtown Development Authority Vacancy (Mike Sprenger – Currently Serving)	01/01/2022
Lowell Area Fire and Emergency Services Authority Vacancy (Dave Pasquale – Currently Serving)	01/01/2020
Parks and Recreation Commission Vacancy (Casey Butler – Currently Serving)	01/01/2022





#### **CITY OF LOWELL**

# Application for Board or Commission Appointment

Name: Nicole Lintemuth
Address: 10988 Sconcewood Dr SE
Telephone Numbers: HomeCell 616-994-3157
Email: <u>Nicole @ bettiespages.com</u>
Board or Commission Position Desired: Downtown Development Authority
Please give a brief resume of your qualifications for the desired position (you may attach additional information):  Current Business owner in down town lowell and Presider of Lowell Pride. I want to be involved in making Sure our downtown is a positive reflection of our community and is a Success.
Signature Secole furtemuth
Please return application to:  City of Lowell  Atm: City Clerk  301 Fast Main Street

Lowell, MI 49331

Or by email to: sullery@ci.lowell.mi.us