



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

CITY OF LOWELL
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 22, 2022
IMMEDIATELY FOLLOWING THE 7 P.M.
ZONING BOARD OF APPEALS MEETING

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

2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the minutes of the February 7, 2022 Regular City Council meeting.
- Authorize payment of invoices in the amount of \$106,389.12.

3. 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.

4. OLD BUSINESS

- a. Fairgrounds Study Update
- b. King Memorial Pool
- c. Line Shack Development Agreement – Resolution 05-22
- d. Main Street Bridge Boxes

5. NEW BUSINESS

- a. Planning Commission Annual Report
- b. LowellArts – Street Closure Request
- c. Social District – Resolutions 06-22, 07-22 and 08-22

6. BOARD/COMMISSION REPORTS

7. BUDGET REPORTS
8. MONTHLY REPORTS
9. MANAGER'S REPORT
10. APPOINTMENTS
11. COUNCIL COMMENTS
12. CLOSED SESSION – Discuss Labor Negotiations
13. 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
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MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for **Tuesday**, February 22, 2022

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. CONSENT AGENDA

- Approval of the Agenda.
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4. OLD BUSINESS

- a. Fairgrounds Study Update. A representative from Williams and Works will provide an update.
- b. King Memorial Pool. John Sterly will present a proposal.
- c. Line Shack Development Agreement. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Resolution 05-22 as presented.

- d. Main Street Bridge Boxes. Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion: That the Lowell City Council approve the quote from Lynch Metal Fabrication, dated October 29, 2021, to purchase 11 bridge planter boxes and 22 bridge brackets, for a cost of \$8,426.00.

5. NEW BUSINESS

- a. Planning Commission Annual Report. Planning Commission Chair Bruce Barker will present the annual report.
- b. LowellArts. Executive Director Lorain Smalligan has requested a portion of Riverside Drive be closed on Wednesday, May 18th for a special event. She will present her proposal.
- c. Social District – Resolutions 06-22, 07-22, 08-22. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Resolutions 06-22, 07-22 and 08-22 as presented.

6. BOARD/COMMISSION REPORTS

7. BUDGET REPORT

8. MONTHLY REPORTS

9. MANAGER'S REPORT

10. APPOINTMENTS

11. COUNCIL COMMENTS

12. CLOSED SESSION – Discuss Labor Negotiations

13. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, FEBRUARY 7, 2022, 7:00 P.M.**

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

The Meeting was called to order at 7:00 p.m. by Mayor DeVore and Clerk Susan Ullery called roll.

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

Absent: None.

Also Present: City Manager Michael Burns, Chief of Police Chris Hurst, Clerk Susan Ullery, DPW Director Dan Czarnecki, and Lowell Light & Powers Charlie West.

2. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda as amended.
- Approve and place on file the regular minutes of the January 18, 2022 City Council meeting.
- Authorize payment of invoices in the amount of \$820,319.32.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Annette Ritzema who resides at 525 N Hudson gave an update on her property that seems to be sinking. She believes this stems from the 2018 boring project and she is asking for council support. Ritzema is also meeting with an AT&T representative tomorrow morning.

Michael Brown, a Republican Candidate for Governor introduced himself, thanked the City Council for their service and gave a small synopsis of what he will be paying attention to, including unfunded mandates to local government and supporting small town/rural policing.

Dane Huffman, a Republican State Representative for the 78th District introduced himself and stated he will be running in the primary.

4. OLD BUSINESS

a. 86th District Representative – Thomas Albert.

Thomas Albert, 86th District Representative from Lansing, introduced himself and provided an update

on what he has been working on. Alberts will be running for the Senate in the 18th District.

b. Kent Conservation District.

Betty Favor and Ryan Wilemski with the Kent Conservation District introduced themselves and presented a power point about the invasive species that are threatening Michigan and doing a lot of damage to our eco systems. Gave information on how to be involved and how to let them know if you see any of these species in your area.

c. Lowell Historical Museum Update.

Lisa Plank, Director of the Lowell Historical Museum gave an annual report and update on what the Museum did in the past year and what they plan to do in the new year.

d. LARA Trail Presentation.

William and Works Engineer, Dave Austin provided an update, explaining because it is taking so long getting permission from the railroad to get the last section approved from Jackson St to Montcalm Avenue (the DNR is in charge of that), we have asked MDOT if we could phase the project into two phases to secure the grant and allow us to get something built sooner. They are going to allow us to do it in two phases. We are planning that phase 1 will be done in 2023, and hoping by that time we will have all the railroad permissions and be able to finish the remainder by 2025. The two phases will cost \$5.9 million.

e. LARA Trail Design Engineering Proposal.

William and Works Engineer, Dave Austin explained the first step would be to design phase one and because of MDOT funding, follow their standards and requirements to design both phases. We will turn those plans into MDOT and they will then bid out those projects in the fall for spring construction.

Austin, then introduced Brandon Mearus, in charge of engineering at William & Works, stating he will be taking over the project sometime in May, when Dave Austin retires and puts on a new hat on by volunteering for LARA for the trail project.

5. NEW BUSINESS

a. Waste Hauling Ordinance Exception.

City Manager Michael Burns read the memo stating with the recent sale of Larkins at 303 W. Main to one of Brent Slagell's enterprises, we received a request from Red Creek Waste regarding waste hauling for them because of concern that servicing this site will cause major traffic safety issues if they pick up waste after 7:00 am daily which was the "no earlier than" time revised in 2020 trash hauling ordinance (Section 11-36). This is the only exception they are requesting and it would be between 5:30/6:00 am.

Council members discussed at length, doesn't believe an exception would make that much of a difference, and feel there must be a better way to get this figured out. There was no motion.

b. Sewer Line to Buildings 96-106 W. Main Street.

DPW Director Dan Czarnecki read his memo stating the set of buildings at 96 through 106 West Main Street have their interior sewer lines connected together beneath the set of buildings. The lines exit to the north at approximately the west edge of 100 W Main St (Flat River Tattoo). There is a clean out in the sidewalk at this location. The 6-inch sewer line runs north, across Main St. and into a manhole on the north side of the street. There is an 8-inch sewer main that runs east out of this manhole. The sewer line under M-21 is very shallow. We were contacted by Mr. Greg Canfield about this line possibly being frozen. Up until now, the line has been considered a sewer lateral, which is the property owner's responsibility to maintain from the building to the sanitary sewer main. Mr. Canfield contends this line is the City's public line because there are more than two properties connected. On February 4, 2022, the City went out and checked the line under M-21 and found it to be flowing from the cleanout to the manhole. An outside contractor was also brought in to jet the line from the manhole to the building and they were able to traverse approximately 75-ft up the sewer lateral from the manhole to beneath the building. At question is the responsibility of this existing sewer line from the building to the manhole. Mr. Canfield contends that since the line is connected to several buildings this should be a public line and should be the responsibility of the City of Lowell to maintain. Past City practice has been that sewer laterals are the responsibility of the property owner to maintain from the building until it enters into the City's sewer main. For this specific sewer line, it does not appear the City has ever performed any maintenance activity on it, according to long term employees. There will be several items to be considered if the City is to take responsibility.

Mr. Canfield then explained a bit of history on the buildings and his experience/repair with the sewer line to those buildings and stated he believes this is the City's responsibility.

City Councilmembers discussed at length and wondered why there is no previous documentation on it, that there are no records of the City maintaining this specific sewer line.

City Manager asked for a direction to go with this. The Council at this time does not wish to pursue this as a public City line.

6. BOARD/COMMISSION REPORTS.

Councilmember Salzwedel stated the LCTV Fund meeting is going to be held, Wednesday, February 16, 2022 at 6:30 pm.

Councilmember Groves stated they will have an update on the skate park at the next Council meeting.

7. MANAGER'S REPORT.

City Manager Michael Burns reported on the following:

- River City Cannabis last week was issued a citation \$500 misdemeanor for odor, they are trying to address the problem but have yet to fix it. They have been given 10 days to abate the nuisance and then beginning Thursday, February 10, 2022, if they are not in compliance, they will be issued \$500 citations

daily and we will start the process of removing their license in the City of Lowell if needed. Burns is working with the City Attorney on this.

- Thank you to the DPW for their plowing efforts, they are doing a great job.
- USDA financing – going through the underwriting portion, we have concerns we are above the medium income thresh-hold in order to seek financing, working on fixing that, however the Project won't get awarded until April/May so we will have to split it up the streets into phases.
- Lineshack Development agreement should be to you at the next meeting.
- There will be a Zoning Board Appeals meeting Feb 22, 2022 for Betten Baker to switch their signs.
- MERS will be here March 7, 2022 to review last years' actuarial report with you.
- Suez was sold to Viola and finalized in the last week or two.
- City Managers weekly memo will now be online to be more transparent.

8. **APPOINTMENTS.**

There are no new appointments.

9. **COUNCIL COMMENTS.**

Councilmember Yankovich thanked Dave Austin for his hard work and passion for LARA Trail and also the City of Lowell and congratulations on your retirement.

Councilmember Salzwedel agreed with Yankovich regarding Dave Austin.

Councilmember Chambers thanked DPW for keeping our City nice and safe and working so hard. Also, thank you to the Chief of Police and the officers for their hard work and keeping the City safe. Happy Birthday to his wife, Laurie.

Councilmember Groves echoed her fellow councilmembers and states she loves a meeting when it is full of information, people who care and seeing an audience.

10. **ADJOURNMENT.**

IT WAS MOVED SALZWEDEL and seconded by CHAMBERS to adjourn at 8:52 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Sue Ullery, Lowell City Clerk

User: LORI

EXP CHECK RUN DATES 02/04/2022 - 02/18/2022

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Invoice	Description	Amount
01513	ADDORIO TECHNOLOGIES, LLC			
	9138		COMPUTER SERVICES	534.86
	9145		DPW - COMPUTER SERVICES	574.56
	9147		LPD- COMPUTER SERVICES	350.00
TOTAL FOR: ADDORIO TECHNOLOGIES, LLC				1,459.42
10816	AMAZON CAPITAL SERVICES			
	11TL-PLVT-WHL4		WATER DEPT SUPPLIES	92.24
	146G-XC1V-W1FW		DPW SUPPLIES	92.88
	14KM-GP44-X7F3		DESK & WALL CALENDARS LPD	90.91
	16G6-NPC6-NXQR		COMPUTER STAND/SIT MAT	135.14
	1CJX-MRDW-49PR		WTP SUPPLIES	116.29
	1GTF-DD96-HRJR		DEPT SUPPLIES	1,640.57
	1KR3-JQ1M-K9P4		WATER DEPT	90.87
	1LGF-FNJK=K9K7		EQUIP FUND R & M	6.99
	1QTR-4TN3-1J3Q		PRESSURE WASHER ADAPTER	9.29
	1WP6-3XVV-P4KM		ASSESSING SCALE RULER	17.97
	1X9C-T16D-FCPY		WTP EMERGENCY LIGHT	36.00
TOTAL FOR: AMAZON CAPITAL SERVICES				2,329.15
10649	APWA			
	2/2/2022		MEMBERSHIP - BRECKEN	247.00
TOTAL FOR: APWA				247.00
10509	CONSUMERS ENERGY			
	2022 JAN		ACCOUNT STATEMENT	21.73
TOTAL FOR: CONSUMERS ENERGY				21.73
10670	FAHEY SCHULTZ BURZYCH RHODES PLC			
	1062		LABOR RELATIONS MATTER	121.00
	1063		LABOR RELATIONS MATTER	76.00
TOTAL FOR: FAHEY SCHULTZ BURZYCH RHODES PLC				197.00
10536	FANDANGLED CUSTOM APPAREL & GIFTS			
	2568		NAME PLATES FOR COUNCIL	74.00
TOTAL FOR: FANDANGLED CUSTOM APPAREL & GIFTS				74.00
10761	FANS IN THE STANDS			
	1916		SAFETY PARKA - N ROTH	175.00
TOTAL FOR: FANS IN THE STANDS				175.00
10369	FLAT RIVER ELECTRIC LLC			
	I4374		SOFTBALL FIELD ELEC PANEL	1,382.98
	I4570		LIBRARY SERVICE CALL	175.00
TOTAL FOR: FLAT RIVER ELECTRIC LLC				1,557.98
00254	HURST, CHRIS			
	2/15/2022		MACP CHIEFS CONF	44.54
TOTAL FOR: HURST, CHRIS				44.54
02463	HYDROCORP			
	0065491-IN		CROSS CONNECTION JAN 2022	1,806.25
TOTAL FOR: HYDROCORP				1,806.25
02209	KERKSTRA PORTABLE, INC.			
	193958		PORTABLE RESROOM - CEMETERY	150.00
	193959		DDA PORTABLE RESTROOMS	500.00
TOTAL FOR: KERKSTRA PORTABLE, INC.				650.00

02/18/2022 01:19 PM
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DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 02/04/2022 - 02/18/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Page: 2/4

Vendor Code	Vendor Name Invoice	Description	Amount
10852	LENS EQUIPMENT 6073	LPD NIGHT VISION CAMERA	199.00
TOTAL FOR: LENS EQUIPMENT			199.00
00330	LOWELL LEDGER 1/31/2022	ACCOUNT STATEMENT	44.55
TOTAL FOR: LOWELL LEDGER			44.55
00414	MICHIGAN MUNICIPAL LEAGUE 24007	ELECTED OFFICIALS ACADEMY - GROVES	55.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			55.00
01499	NAPA AUTO PARTS 1/31/2022	ACCOUNT STATEMENT	332.58
TOTAL FOR: NAPA AUTO PARTS			332.58
10356	NELSON, ERIC 2/14/2022	AIRPORT SUPPLIES- COSTCO REIMBURSEMENT	35.98
TOTAL FOR: NELSON, ERIC			35.98
00468	NYE UNIFORM COMPANY CO 807086	POLICE BADGE WALLET	34.50
TOTAL FOR: NYE UNIFORM COMPANY CO			34.50
10346	PEACHTREE DATA P166909	CASS CERTIFICATION FOR W/S MAILING	75.00
TOTAL FOR: PEACHTREE DATA			75.00
00499	PETTY CASH 2/7/2022	PETTY CASH	71.56
TOTAL FOR: PETTY CASH			71.56
REFUND TAX	PIFER JOANN 02/18/2022	2021 Win Tax Refund 41-20-03-429-015	8.22
TOTAL FOR: PIFER JOANN			8.22
01270	PLUMMERS ENVIRONMENTAL SERVICE INC. 22148104	WATTER JETTING 96-106 E MAIN	348.75
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE INC.			348.75
10898	POINT BROADBAND 5267-20220214-1	INTERNET SERVICES	309.99
TOTAL FOR: POINT BROADBAND			309.99
10762	PROFESSIONAL CODE INSPECTIONS OF MI 220001	PERMITS FEES COLLECTED JANUARY 2022	7,256.70
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI			7,256.70
10951	PROFESSIONAL PUMP, INC 5076183	NW PUMP STATION	47,319.77
TOTAL FOR: PROFESSIONAL PUMP, INC			47,319.77
02331	PROGRESSIVE HEATING COOLING, CORP. 2020412	SERVICE CALL - LIBRARY	198.50
	2020425	POLICE GARAGE SERVICE CALL	208.50
	2020429	SERVICIE CALL - SHOWBOAT	307.00
	2020435	SERVICIE CALL CITY HALL	218.00
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.			932.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
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Page: 3/4

Vendor Code	Vendor Name	Invoice	Description	Amount
10651	RIVERSIDE MOTORSPORTS	RO20161	AIRPORT MOWERS R & M	560.89
TOTAL FOR: RIVERSIDE MOTORSPORTS				560.89
00827	RS TECHNICAL SERVICES, INC.	21928	NW GEE BOOSTER STATION	9,900.00
TOTAL FOR: RS TECHNICAL SERVICES, INC.				9,900.00
10378	RUESINK, KATHIE	388332-388334	CLEANING SERVICES 1/14 -2/3/22	1,050.00
		388335-388336	CLEANING SERVICES 2/4 - 2/17	720.00
TOTAL FOR: RUESINK, KATHIE				1,770.00
10709	SPECIAL FX INC	17973	#11 EQUIP R & M	179.96
TOTAL FOR: SPECIAL FX INC				179.96
01627	STATE INSTALLATION & SERVICE LLC	20915	HOIST REPAIR & INSPECTION	764.00
TOTAL FOR: STATE INSTALLATION & SERVICE LLC				764.00
01668	STATE OF MICHIGAN	2/17/2022	F-4 TREATMENT CERTIFICATION - SOYKA	70.00
		2/17/22	S-3 DISTRIBUTION CERTIFCATION- SOYKA	70.00
TOTAL FOR: STATE OF MICHIGAN				140.00
10341	STATE OF MICHIGAN	551-594742	SOR REGISTRATION JAN 2022	120.00
		551-595142	LIVE SCAN JANUARY 2022	173.00
TOTAL FOR: STATE OF MICHIGAN				293.00
02473	SUPERIOR ASPHALT, INC.	68803	STREET SUPPLIES	4,117.40
TOTAL FOR: SUPERIOR ASPHALT, INC.				4,117.40
00633	TIP TOP GRAVEL CO.	045886	SAND FOR WATER MAIN BREAKS	1,275.89
TOTAL FOR: TIP TOP GRAVEL CO.				1,275.89
10543	TRACTOR SUPPLY CREDIT PLAN	JAN 2022	ACCOUNT STATEMENT	196.26
TOTAL FOR: TRACTOR SUPPLY CREDIT PLAN				196.26
02364	VAN'T HOF DOOR & GATE SYSTEMS	20507	WTP GATE R & M	1,789.00
TOTAL FOR: VAN'T HOF DOOR & GATE SYSTEMS				1,789.00
02203	VISA	JANUARY 2022	MERCANTILE VISA STATEMENT	6,149.00
TOTAL FOR: VISA				6,149.00
10389	VREDEVELD HAEFNER LLC	5456	SERVICES THRU JAN 31,2022	85.00
TOTAL FOR: VREDEVELD HAEFNER LLC				85.00
10949	WESTSIDE SOLUTIONS, INC	3204	DDA CHARGING UNIT	4,825.00
TOTAL FOR: WESTSIDE SOLUTIONS, INC				4,825.00

User: LORI

EXP CHECK RUN DATES 02/04/2022 - 02/18/2022

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BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00692	WILLIAMS & WORKS INC.		
	91683	TWP UTILTIY EXTENSION	1,643.10
	93736	TWP UTILITY EXTENSION	455.80
	93755	PLANNING SERVICES	1,849.00
	93779	PARKS & REC PLAN UPDATE	2,084.23
TOTAL FOR: WILLIAMS & WORKS INC.			6,032.13
10567	WOLF KUBOTA		
	105910	EXMARK R & M	1,527.67
	105911	EXMARK R & M	1,198.25
TOTAL FOR: WOLF KUBOTA			2,725.92
TOTAL - ALL VENDORS			106,389.12

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DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 02/04/2022 - 02/18/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/5

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	VISA	MERCANTILE VISA STATEMENT	1,000.00	76829
101-000-084.015	DUE FROM FIRE AUTHORITY	POINT BROADBAND	INTERNET SERVICES	28.57	76814
101-000-085.000	DUE FROM LIGHT & POWER	VISA	MERCANTILE VISA STATEMENT	1,000.00	76829
101-000-085.000	DUE FROM LIGHT & POWER	POINT BROADBAND	INTERNET SERVICES	58.58	76814
Total For Dept 000				2,087.15	
Dept 101 COUNCIL					
101-101-727.000	OFFICE SUPPLIES	FANDANGLED CUSTOM APPAREL	NAME PLATES FOR COUNCIL	74.00	76799
101-101-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	315.00	76829
101-101-864.000	CONFERENCES & CONVENTIONS	MICHIGAN MUNICIPAL LEAGUE	ELECTED OFFICIALS ACADEMY	55.00	76807
Total For Dept 101 COUNCI				444.00	
Dept 172 MANAGER					
101-172-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	13.24	76829
101-172-955.000	MISCELLANEOUS EXPENSE	VISA	MERCANTILE VISA STATEMENT	229.99	76829
Total For Dept 172 MANAGE				243.23	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	ASSESSING SCALE RULER	17.97	76794
Total For Dept 209 ASSESS				17.97	
Dept 210 ATTORNEY					
101-210-802.000	LABOR RELATIONS ATTORNEY	FAHEY SCHULTZ BURZYCH RHO	LABOR RELATIONS MATTER	76.00	76798
101-210-802.000	LABOR RELATIONS ATTORNEY	FAHEY SCHULTZ BURZYCH RHO	LABOR RELATIONS MATTER	121.00	76798
Total For Dept 210 ATTORN				197.00	
Dept 215 CLERK					
101-215-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	44.55	76806
Total For Dept 215 CLERK				44.55	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	VREDEVELD HAEFNER LLC	SERVICES THRU JAN 31,2022	85.00	76830
101-253-955.000	MISCELLANEOUS EXPENSE	PETTY CASH	PETTY CASH	30.61	76791
Total For Dept 253 TREASU				115.61	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COMPUTER STAND/SIT MAT	135.14	76794
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	37.00	76791
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 1/14 -2	540.00	76792
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 2/4 - 2	360.00	76820
101-265-850.000	COMMUNICATIONS	POINT BROADBAND	INTERNET SERVICES	43.57	76814
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	POLICE GARAGE SERVICE CAL	208.50	76817
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	SERVICIE CALL CITY HALL	218.00	76817
Total For Dept 265 CITY H				1,542.21	
Dept 276 CEMETERY					
101-276-744.000	UNIFORMS	FANS IN THE STANDS	SAFETY PARKA - N ROTH	175.00	76800
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESROOM - CEMETE	150.00	76804
Total For Dept 276 CEMETE				325.00	
Dept 294 UNALLOCATED MISCELLANEOUS					
101-294-955.000	UNALLOCATED MISCELLANEOUS	VISA	MERCANTILE VISA STATEMENT	1,000.00	76829
Total For Dept 294 UNALLO				1,000.00	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCAN JANUARY 2022	173.00	76824
101-301-660.002	SEX OFFENDER FEES	STATE OF MICHIGAN	SOR REGISTRATION JAN 2022	120.00	76824
101-301-727.000	OFFICE SUPPLIES	VISA	MERCANTILE VISA STATEMENT	142.86	76829
101-301-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	3.95	76791
101-301-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	DESK & WALL CALENDARS LPD	90.91	76794
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY CO	POLICE BADGE WALLET	34.50	76810
101-301-850.000	COMMUNICATIONS	POINT BROADBAND	INTERNET SERVICES	43.57	76814
101-301-864.000	CONFERENCES & CONVENTIONS	HURST, CHRIS	MACP CHIEFS CONF	44.54	76802

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BOTH OPEN AND PAID

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301 POLICE DEPARTMENT					
101-301-930.000	R & M EQUIPMENT	VISA	MERCANTILE VISA STATEMENT	137.75	76829
101-301-930.000	R & M EQUIPMENT	LENS EQUIPMENT	LPD NIGHT VISION CAMERA	199.00	76805
101-301-984.000	EQUIPMENT	VISA	MERCANTILE VISA STATEMENT	76.00	76829
Total For Dept 301 POLICE				1,066.08	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	786.00	76832
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	64.00	76832
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	448.00	76832
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	128.00	76832
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	423.00	76832
Total For Dept 400 PLANNI				1,849.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	228.48	76794
101-441-850.000	COMMUNICATIONS	POINT BROADBAND	INTERNET SERVICES	28.57	76814
101-441-930.000	REPAIR & MAINTENANCE	VISA	MERCANTILE VISA STATEMENT	361.99	76829
101-441-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	DPW SUPPLIES	92.88	76794
Total For Dept 441 DEPART				711.92	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	228.47	76794
101-751-802.000	CONTRACTUAL	WILLIAMS & WORKS INC.	PARKS & REC PLAN UPDATE	2,084.23	76832
101-751-930.000	REPAIR & MAINTENANCE	FLAT RIVER ELECTRIC LLC	SOFTBALL FIELD ELEC PANEL	1,382.98	76801
Total For Dept 751 PARKS				3,695.68	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	FLAT RIVER ELECTRIC LLC	LIBRARY SERVICE CALL	175.00	76801
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 1/14 -2	510.00	76792
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 2/4 - 2	360.00	76820
101-790-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	SERVICE CALL - LIBRARY	198.50	76817
Total For Dept 790 LIBRAR				1,243.50	
Total For Fund 101 GENERA				14,582.90	
Fund 202 MAJOR STREET FUND					
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	228.48	76794
202-478-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	2,058.70	76825
Total For Dept 478 WINTER				2,287.18	
Total For Fund 202 MAJOR				2,287.18	
Fund 203 LOCAL STREET FUND					
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	228.48	76794
203-478-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	2,058.70	76825
Total For Dept 478 WINTER				2,287.18	
Total For Fund 203 LOCAL				2,287.18	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 450 CAPITAL OUTLAY					
248-450-970.000	CAPITAL OUTLAY	WESTSIDE SOLUTIONS, INC	DDA CHARGING UNIT	4,825.00	76831
Total For Dept 450 CAPITA				4,825.00	
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	21.56	76827
248-463-880.000	COMMUNITY PROMOTION	KERKSTRA PORTABLE, INC.	DDA PORTABLE RESTROOMS	500.00	76804
Total For Dept 463 MAINTEN				521.56	
Total For Fund 248 DOWNTOWN				5,346.56	
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
249-371-802.000	CONTRACTUAL	PROFESSIONAL CODE INSPECT	PERMITS FEES COLLECTED JA	7,256.70	76815

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
		Total For Dept 371 BUILDI		7,256.70	
		Total For Fund 249 BUILDI		7,256.70	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751 PARKS					
260-751-970.000	CAPITAL OUTLAY	PROGRESSIVE HEATING COOLI	SERVICIE CALL - SHOWBOAT	307.00	76817
		Total For Dept 751 PARKS		307.00	
		Total For Fund 260 DESIGN		307.00	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	NELSON, ERIC	AIRPORT SUPPLIES- COSTCO	35.98	76809
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	21.73	76797
581-000-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTORSPORTS	AIRPORT MOWERS R & M	560.89	76818
581-000-955.000	MISCELLANEOUS EXPENSE	POINT BROADBAND	INTERNET SERVICES	49.99	76814
		Total For Dept 000		668.59	
		Total For Fund 581 AIRPOR		668.59	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	POINT BROADBAND	INTERNET SERVICES	28.57	76814
		Total For Dept 000		28.57	
Dept 551 COLLECTION					
590-551-864.000	CONFERENCES & CONVENTIONS	APWA	MEMBERSHIP - BRECKEN	82.33	76796
590-551-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	228.48	76794
590-551-930.000	REPAIR & MAINTENANCE	PLUMMERS ENVIRONMENTAL SE	WATTER JETTING 96-106 E M	348.75	76813
		Total For Dept 551 COLLEC		659.56	
Dept 552 CUSTOMER ACCOUNTS					
590-552-740.000	OPERATING SUPPLIES	PEACHTREE DATA	CASS CERTIFICATION FOR W/	37.50	76811
		Total For Dept 552 CUSTOM		37.50	
Dept 553 ADMINISTRATION					
590-553-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	TWP UTILTIY EXTENSION	821.55	76832
590-553-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	TWP UTILITY EXTENSION	227.90	76832
		Total For Dept 553 ADMINI		1,049.45	
		Total For Fund 590 WASTEW		1,775.08	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	WTP SUPPLIES	116.29	76794
591-570-930.000	REPAIR & MAINTENANCE	VISA	MERCANTILE VISA STATEMENT	507.00	76829
591-570-930.000	REPAIR & MAINTENANCE	VAN'T HOF DOOR & GATE SYS	WTP GATE R & M	1,789.00	76828
591-570-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WTP EMERGENCY LIGHT	36.00	76794
591-570-955.000	MISCELLANEOUS EXPENSE	STATE OF MICHIGAN	F-4 TREATMENT CERTIFICATI	70.00	76823
		Total For Dept 570 TREATM		2,518.29	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	12.74	76827
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION JAN 2022	1,806.25	76803
591-571-850.000	COMMUNICATIONS	POINT BROADBAND	INTERNET SERVICES	28.57	76814
591-571-864.000	CONFERENCES & CONVENTIONS	APWA	MEMBERSHIP - BRECKEN	82.33	76796
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	228.48	76794
591-571-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	161.96	76827
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WATER DEPT	90.87	76794
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WATER DEPT SUPPLIES	92.24	76794
591-571-930.000	REPAIR & MAINTENANCE	TIP TOP GRAVEL CO.	SAND FOR WATER MAIN BREAK	1,275.89	76826
591-571-955.000	MISCELLANEOUS EXPENSE	STATE OF MICHIGAN	S-3 DISTRIBUTION CERTIFCA	70.00	76823
591-571-970.000	CAPITAL OUTLAY	PROFESSIONAL PUMP, INC	NW PUMP STATION	47,319.77	76816
591-571-970.000	CAPITAL OUTLAY	RS TECHNICAL SERVICES, IN	NW GEE BOOSTER STATION	9,900.00	76819

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 571 DISTRIBUTION					
		Total For Dept 571 DISTRI		61,069.10	
Dept 572 CUSTOMER ACCOUNTS					
591-572-740.000	OPERATING SUPPLIES	PEACHTREE DATA	CASS CERTIFICATION FOR W/	37.50	76811
		Total For Dept 572 CUSTOM		37.50	
Dept 573 ADMINISTRATION					
591-573-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	TWP UTILTIY EXTENSION	821.55	76832
591-573-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	TWP UTILITY EXTENSION	227.90	76832
		Total For Dept 573 ADMINI		1,049.45	
		Total For Fund 591 WATER		64,674.34	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	LPD- COMPUTER SERVICES	350.00	76793
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	DPW - COMPUTER SERVICES	574.56	76793
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	COMPUTER SERVICES	534.86	76793
636-000-986.000	COMPUTER DATA PROCESSING	VISA	MERCANTILE VISA STATEMENT	1,365.17	76829
		Total For Dept 000		2,824.59	
		Total For Fund 636 DATA P		2,824.59	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	STATE INSTALLATION & SERV	HOIST REPAIR & INSPECTION	764.00	76822
661-895-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	PRESSURE WASHER ADAPTER	9.29	76794
661-895-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	DEPT SUPPLIES	269.70	76794
661-895-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	EQUIP FUND R & M	6.99	76794
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK R & M	1,527.67	76833
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK R & M	1,198.25	76833
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	332.58	76808
661-895-930.000	REPAIR & MAINTENANCE	SPECIAL FX INC	#11 EQUIP R & M	179.96	76821
661-895-957.000	TRAINING	APWA	MEMBERSHIP - BRECKEN	82.34	76796
		Total For Dept 895 FLEET		4,370.78	
		Total For Fund 661 EQUIPM		4,370.78	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-275.000	DUE TO TAXPAYERS	PIFER JOANN	2021 Win Tax Refund 41-20	8.22	76812
		Total For Dept 000		8.22	
		Total For Fund 703 CURREN		8.22	

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101	GENERAL FUND	14,582.90
Fund 202	MAJOR STREET FUN	2,287.18
Fund 203	LOCAL STREET FUN	2,287.18
Fund 248	DOWNTOWN DEVELOP	5,346.56
Fund 249	BUILDING INSPECT	7,256.70
Fund 260	DESIGNATED CONTR	307.00
Fund 581	AIRPORT FUND	668.59
Fund 590	WASTEWATER FUND	1,775.08
Fund 591	WATER FUND	64,674.34
Fund 636	DATA PROCESSING	2,824.59
Fund 661	EQUIPMENT FUND	4,370.78
Fund 703	CURRENT TAX COLL	8.22

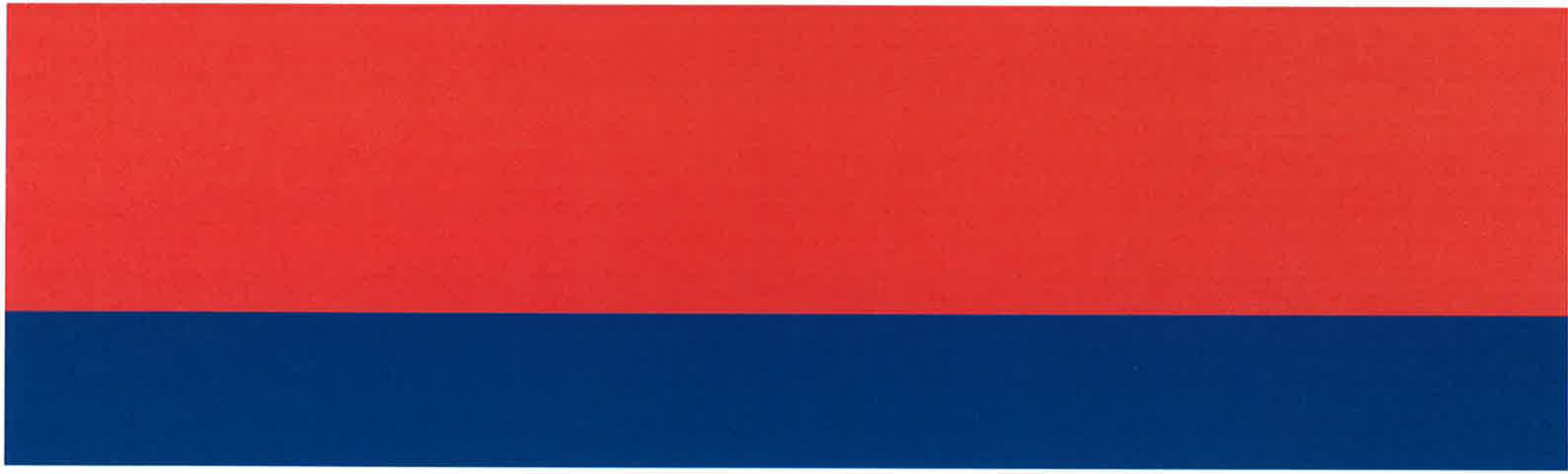
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city of lowell

LOWELL RECREATION PARK ENGAGEMENT SUMMARY & DESIGN PLAN

williams&works
DRAFT 2019





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acknowledgments

A COMMUNITY DESIGNED PLAN

This project was initiated by the City of Lowell, led by the Recreation Park Steering Committee, and driven by passionate Lowell area residents. Public engagement, planning, and conceptual design services were provided by Williams & Works.

table of contents

EXECUTIVE SUMMARY.....	5
a little background	6
PUBLIC ENGAGEMENT.....	10
take-home designs	11
design day	12
a short survey	13
design your park	15
THE DESIGN PLAN.....	19
preliminary designs	20
conceptual site plan	24



introduction

EXECUTIVE SUMMARY & SITE RESEARCH

executive summary

THE RECREATION PARK DESIGN PLAN

This Design Plan is a vision rooted in the opinions and perspectives of the people who live, work, and play in Lowell, and will provide a conceptual guide for the development of the Recreation Park. This plan reflects the dedicated efforts of the steering committee, elected and appointed officials, professional staff, key stakeholders, and local residents who shared their perspectives with the City.

In recent history, the Lowell Recreation Park has acted as an unprogrammed space for gathering and home to the Kent County Youth Fair. This Design Plan was initiated in anticipation of the Fairgrounds relocation to another property in Lowell Township. The planning process began with the formation of a Recreation Park Steering Committee that guided the activities for engagement, educated the community about the project, promoted opportunities for public engagement, and provided direction on design iterations.

Multiple preliminary designs were created for the Recreation Park, with one final conceptual design illustrating a wide variety of uses, including a small campground, open-air pavilions, a gathering space, playgrounds, a splash pad, open fields for multi-purpose sports recreation, and passive recreational elements such as trails, fishing piers, and watercraft launches.



a little background

INTRODUCTION TO THE PARK

Lowell has a rich history dating back to the early 1800s. Founded as an initial trading post, the community grew around the abundant resources at the confluence of the Grand and Flat Rivers.

Lowell Recreation Park is a 30-acre public green situated at the point where these two rivers meet. Synonymous with the “fairgrounds”, the Recreation Park has been home to the Kent County Youth Fair for over 80 years. Thirteen historic barns and structures sit on the site today and are a symbol of the fair’s influence on this space.

Additionally, the Recreation Park is home to several other annual gatherings, including June Grass and the Fall Fest Camp & Jam Festivals, the Lowell Harvest Celebration, and Community Cleanup Day.



1935: The 1st Kent County 4-H Youth Fair was held at the Lowell Recreation Park.

1948: Two additional open-sided barns were constructed for housing sheep and hogs.

More barns were added throughout the years as the fair expanded, including the Phelps, Kitch, Guikema and Wittenbach Memorial Horse Barns.

1938: The cattle barn and building to house still exhibits and the cafeteria were built.

1951: The Ernest C. Foreman building was erected to offer 4-H exhibitions, stock sales and indoor ice skating.



The first Kent County 4-H Youth Fair was held in 1935



1951 County Fairgrounds



Girls showing their live-stock at the fair



Recreation Park & Trails Entry Sign

1989: The wastewater treatment plant was completed. Today, Suez operates and maintains the treatment plant as well as the collection system lift stations.

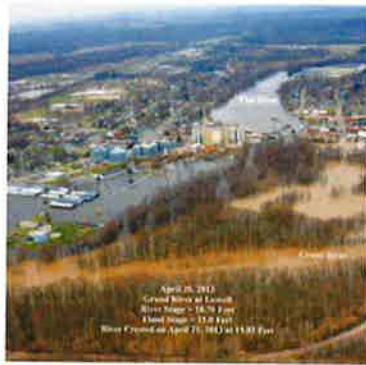
2013: The Ron Wenger Memorial Farm Playground was unveiled.

1980's: Construction began on the Richard Reath Memorial Show Barn and was eventually expanded to house a business office and workshop.

2012: A portion of the Park was dedicated as the E.L. & Wannetah Phelps Memorial Picnic Park to honor the Father of the Lowell Fair.

LIVING ALONG THE RIVER'S EDGE

Lowell is situated at the confluence of the Grand and Flat Rivers. It is not uncommon for large storm events to flood Recreation Park. Influenced by this significant site constraint, it is important that the park be designed to accommodate this natural phenomenon.



Aerial view of the Grand and Flat Rivers flooding in 2013



Flood management techniques are used to keep roads clear near the Recreation Park

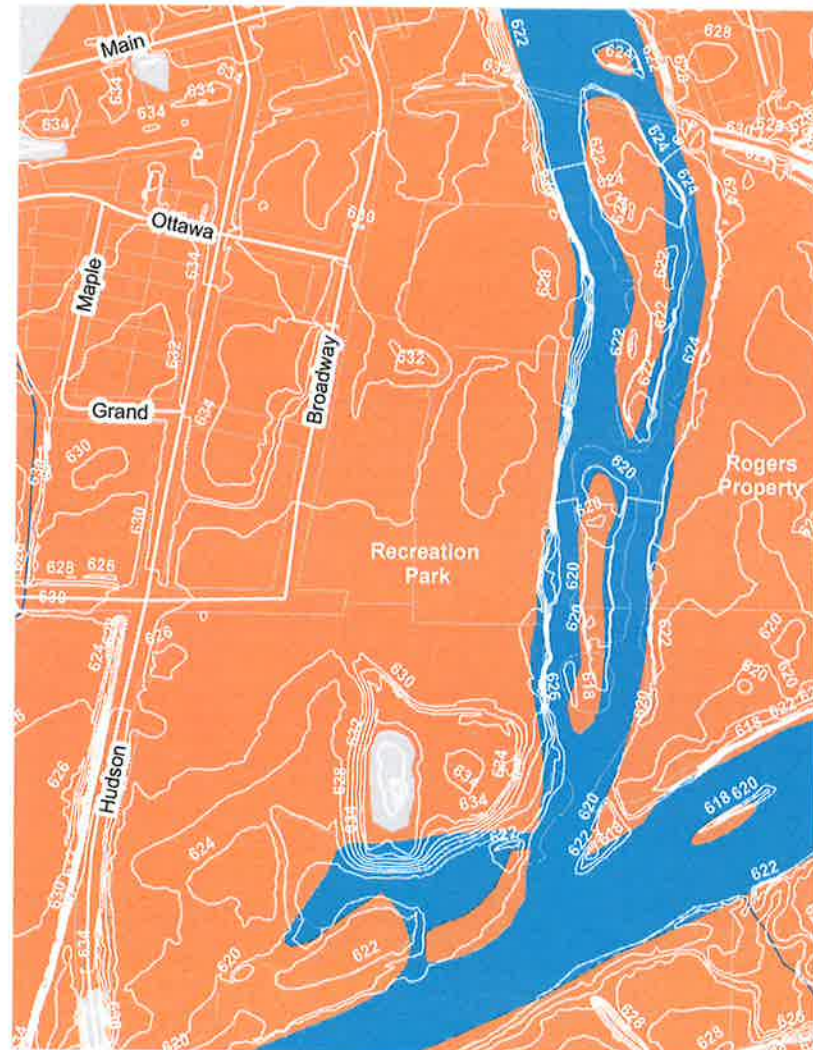


Existing structures become inundated with water during large flood events



The wastewater treatment plant is the only point on site outside of the 100 year floodplain

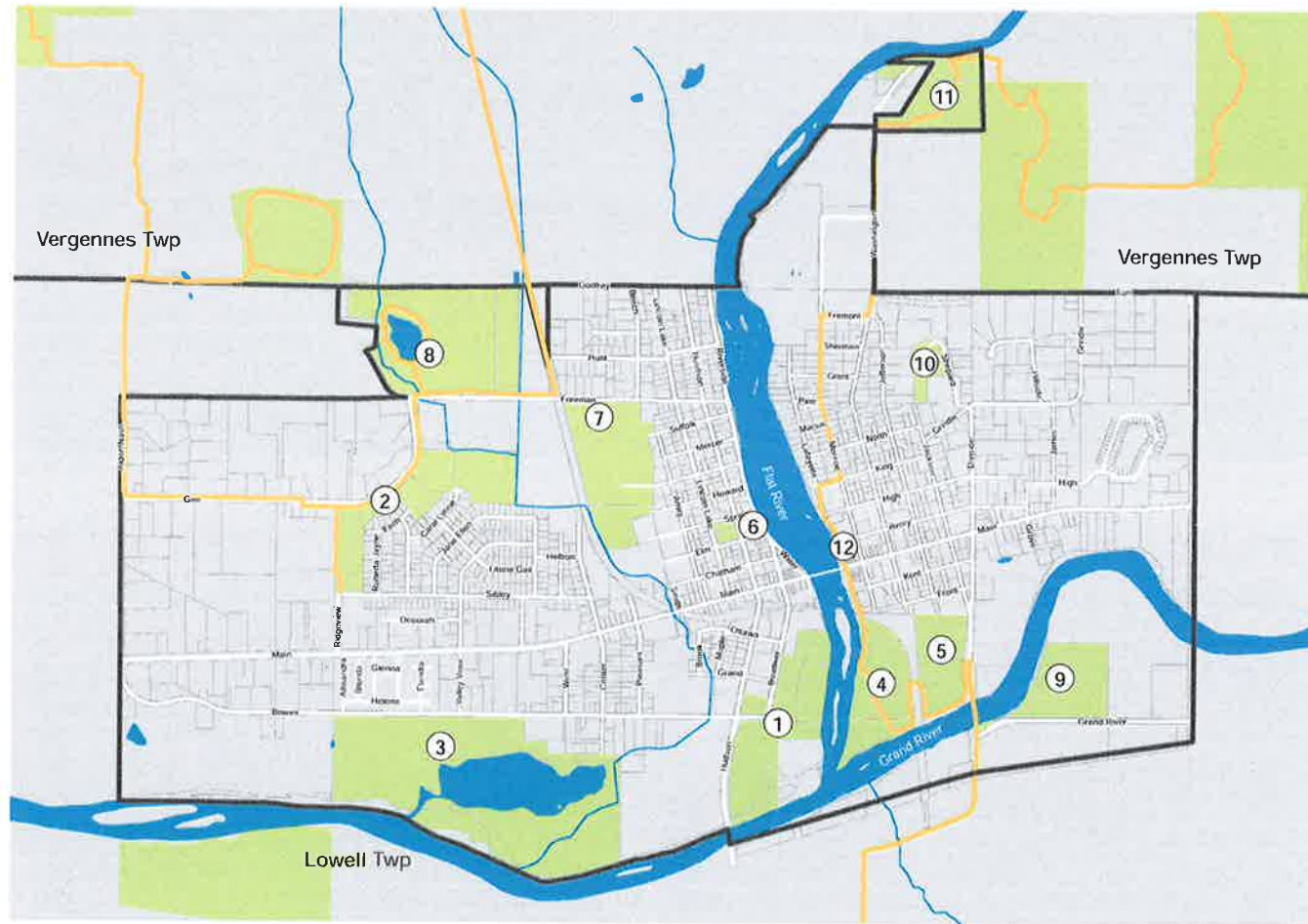
TOPOGRAPHY & FLOOD HAZARD MAP



Open Water

100 Year Floodplain

EXISTING PUBLIC RECREATION MAP





public engagement

THE VOICE OF THE PEOPLE

take-home designs

INDEPENDENT DESIGN EXERCISE

With a blank slate presented for the park, participants were asked to draw their design in the white space provided on flyers. These flyers were first distributed on March 23rd by the Recreation Park Steering Committee during the popular Lowell Community Expo and included pre-paid postage so the flyers could be taken home, designed, and then mailed to the consultant group for documentation and analysis. With few restrictions impeding creativity, the hand drawn designs presented a variety of unique and creative ideas for the recreation park. Several similarities began to emerge, including the inclusion of an outdoor market, a focus on activity along the water's edge, and the greening of the park for passive recreational activity.





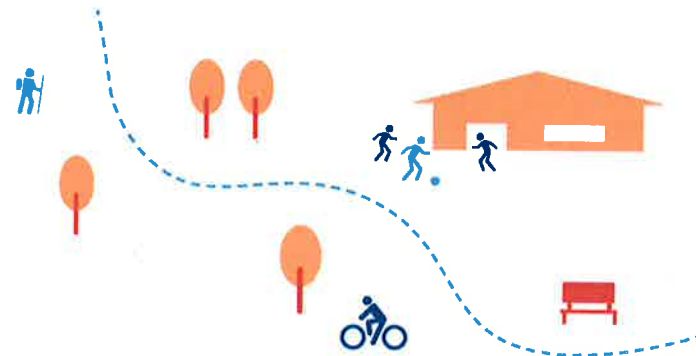
design day

PUBLIC OPEN HOUSE DESIGN SESSIONS

Publicized during the Lowell Community Expo, on the Lowell's First Look news outlet, and as a social media event, the Design Day community open house invited the public to assist in the creation of the Lowell Recreation Park Design Plan.

It was explained that the Design Plan is intended to be a visioning document rooted in the opinions and perspectives of the people who live, work and play in Lowell, and that their input would be crucial in future redevelopment of the Recreation Park.

The Design Day public open house was held on April 17, 2019 at the Lowell City Offices. The event offered two sessions, one in the afternoon and the other in the evening. Informational posters lined the room for reference and inspiration, with a short survey and a design game presented as engagement activities.



a short survey

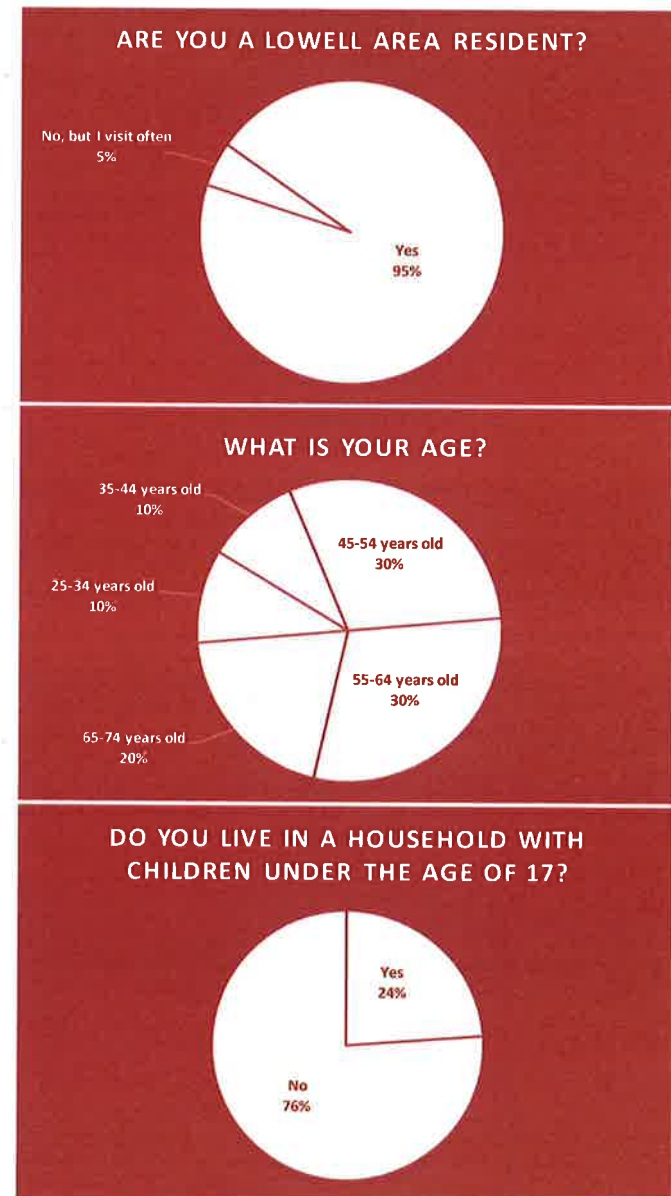
DESIGN DAY SURVEY

A simple survey was developed to gain more insight into participant interests and backgrounds. Upon entering the Design Day open house, visitors were provided a brief explanation of the workshop activities, asked to sign in, and to complete a short survey prior to exiting the event.

It is important to note that many visitors did perform this task, although some opted to complete the survey as a group rather than individual.

Highlights from the survey are presented below, with detailed charts and graphs illustrating the results on the following pages.

- 95% of survey participants identified as a Lowell area resident.
- Over half of survey participants were between the ages of 45 and 64.
- 24% of survey participants live in a household with children under the age of 17.
- Survey participants identified kayaking, picnicking, festivals & events, time with family and/or friends, and walking or running as the top 5 activities which would attract them to the Recreation Park in the future.

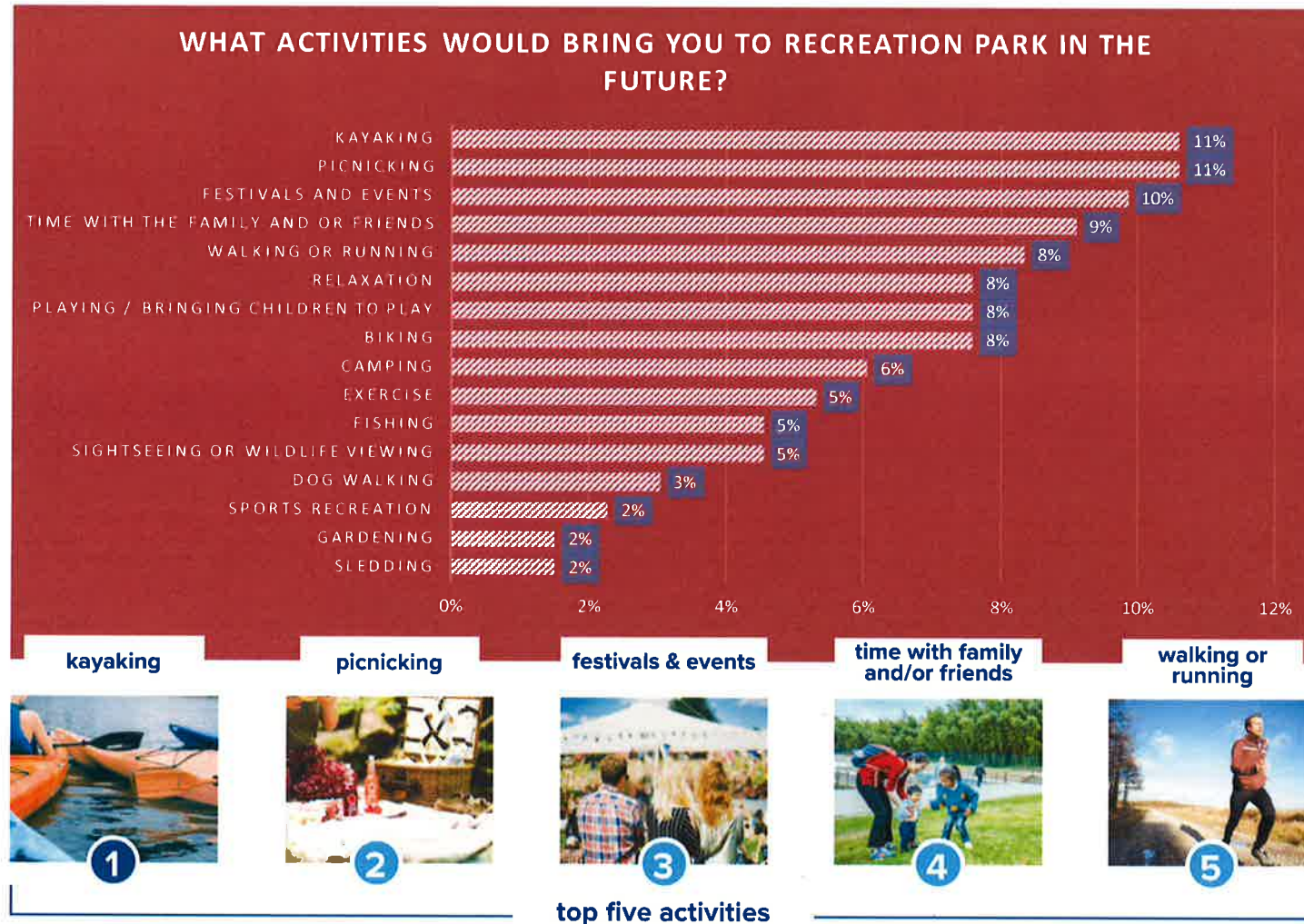


WHAT ARE YOUR PRIORITIES FOR THE PARK?

- “
- outdoor market, fishing pier
 - market, food trucks, community flea market
 - campground, kayak launch
 - bring more businesses to Lowell

- something providing multiple uses throughout the year
- usage, relaxation, beauty
- festival stage with camping - have a way to have ticketed concerts

- ”
- pool! Horse barn/arena, walking trails along the river, farmers market, kayaking
 - community gathering place that invites the community



design your park

DESIGN DAY PARK BUILDING EXERCISE

A game was created to aid participants in the design of their very own park. Four game boards with 26 predefined game pieces were set around the room for visitors to either work in a group or design individually. The predefined game pieces reflected park amenities narrowed down by the Recreation Park Steering Committee and were shown at the same scale as the game board map, accurately reflecting the space needed for each amenity. Red string was provided for participants to create trail systems and sticky notes were available to write in comments or represent amenities not already supplied.

When a group or individual was completed, consultants took a picture of each game board to document the final creation. Including the take-home designs presented earlier in this chapter, 26 total designs were analyzed.

Highlights from these designs are presented below, with detailed charts and graphs illustrating the results on the following pages.

- Passive recreational activities were more frequently used over sports recreational amenities.
- Over 60% of designs included a playground, picnic area, boardwalk/fishing, or outdoor market.
- Of the sports recreational amenities, softball/baseball or football fields were shown more frequently on designs.
- 27% of designs included a softball/baseball or football field, with only one of the take-home designs representing these features.



IDENTIFIED AMENITIES

This table shows a total list of amenities used by participants in their designs.

Amenity	Number of Designs with Amenity Shown	Average Times Amenity was Placed on Design
playground	17	1.12
picnic	16	2.38
boardwalk/fishing	16	1.31
outdoor market	16	1.38
kayak launch	15	1.60
splash pad	15	1.13
camping	14	3.50
pavillion/bath	13	1.69
festival grounds	10	1.10
garden	10	3.00
parking	9	2.44
adventure course	8	1.00
baseball/softball	7	1.00
football	7	1.00
basketball	6	1.50
bocce ball	5	1.40
horseshoe	5	1.40
trail or boardwalk to downtown	5	1.00
connection to islands	5	1.00
flea/farmers market	5	1.00
croquet	4	1.25
pickleball	4	1.25
pool	4	1.00
roller hockey	4	1.00
vegetative buffer	4	1.25
sledding	3	1.33
exercise park	3	1.00
fireworks	3	1.00
wildlife viewing/observation tower	3	1.33

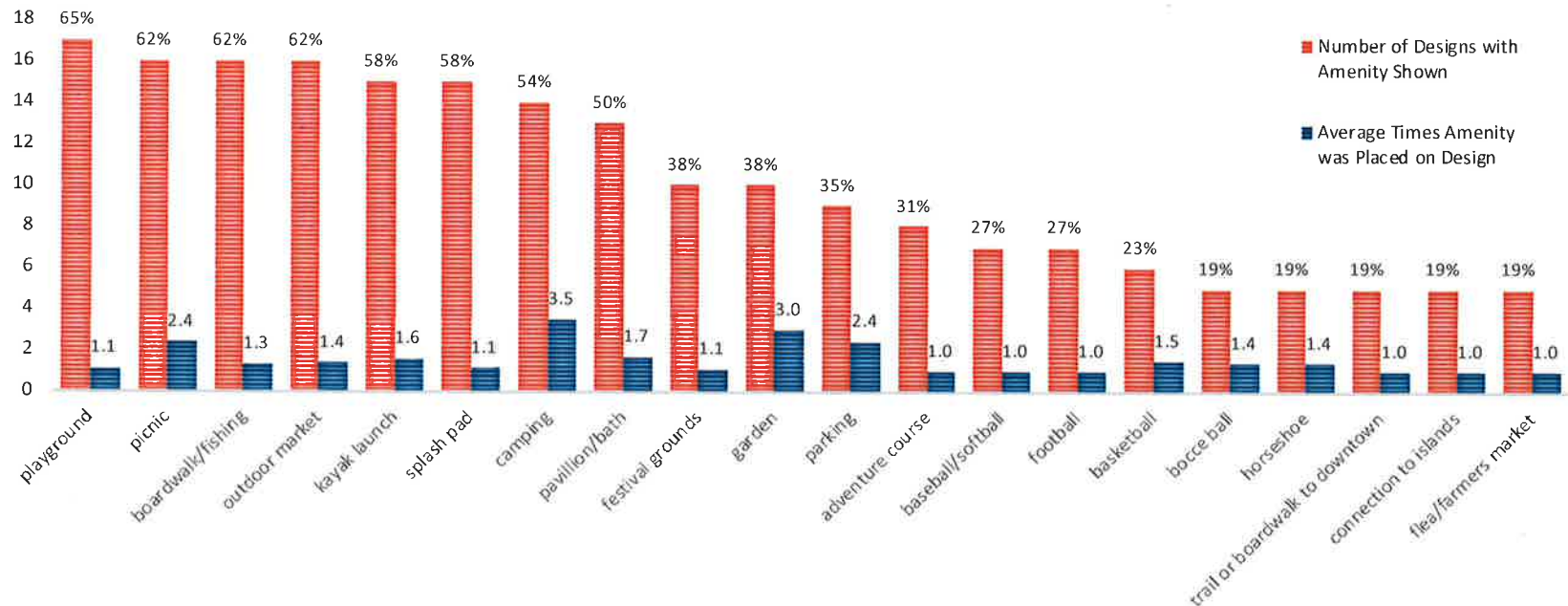
Amenity	Number of Designs with Amenity Shown	Average Times Amenity was Placed on Design
art (murals on wwtp tanks, sculpture)	3	1.00
history	3	1.00
showers	3	1.00
disc golf	2	1.00
tennis	2	1.00
fish cleaning	2	1.00
repurpose barns for market	2	1.00
botanical garden/arboretum	2	1.00
concession stand/food	2	1.50
ferris wheel	2	1.00
bungee jumping	1	2.00
sports	1	2.00
handball	1	1.00
clear poison ivy along river's edge	1	1.00
keep horse barn and practice area	1	1.00
plant trees	1	1.00
universally accessible	1	1.00
wayfinding	1	1.00
rock climbing	1	1.00
cell phone charge station	1	1.00
fountain	1	1.00
kayak/boat storage	1	1.00
tree house cabins	1	1.00
convert barns to cabins	1	1.00
toddler area	1	1.00
bumper cars	1	1.00
dog walking area	1	1.00
soccer	1	1.00
multi-use field	1	1.00
futsal	0	0.00
lacrosse	0	0.00

IDENTIFIED AMENITIES

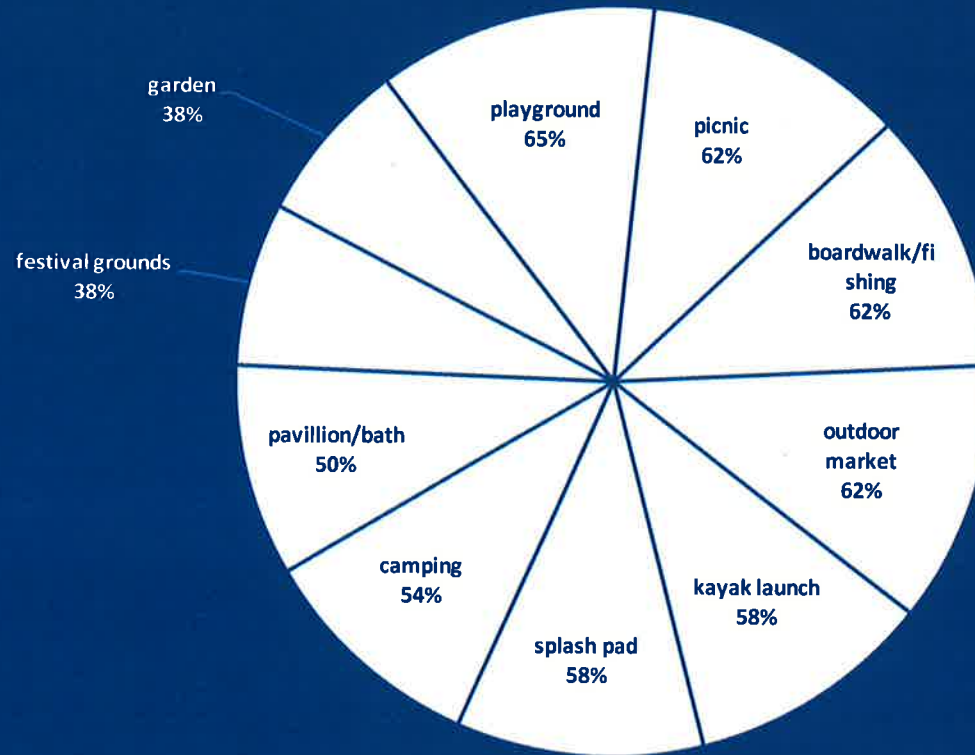
The amenities listed in the previous table are organized by how many designs had a particular amenity was shown and accompanied by the average number of times that amenity was placed on a particular design.

This was an important distinction to make, as several amenities were used only once but in many designs and others placed many times but only on a few designs. The chart below illustrates the results for the top 20 most frequently selected amenities. Playgrounds were found on 65% of designs at a rate of 1.12 per design, showing that the majority of designs included approximately one playground. The second most frequently identified amenity was picnic areas, found on 62% of designs at a rate of 2.38 per design, illustrating that there is a desire to have this amenity represented more than two times.

MOST FREQUENTLY SELECTED AMENITIES



TOP 10 SELECTED AMENITIES



Note: Percents are representative of how many designs included this amenity.



top six selected amenities



the design plan

A VISION FOR THE FUTURE

preliminary designs

THE DESIGN PROCESS

Following the analysis of feedback provided from the independent design exercise and the design day workshops, two conceptual plans were created.

The engagement summary shows the most frequently selected amenities as playgrounds, picnic areas, boardwalks/fishing, outdoor market space, kayak launches, and splash pads. These elements were included in both of the concepts. Overall, participants identified passive recreational items as activities which would attract them to the park in the future, but the inclusion of the football/softball fields or camping seemed to reflect the most significant differences in opinions. These differences provided the basis for the multiple designs, allowing our team to explore one concept named “Passive Play” and another called “Wilderness Stay”.

The “Passive Play” preliminary concept builds on the idea of a large community green. The reduction of vehicular roadways creates a continuous feel of vast parkland, preserving large spaces for picnicking, fields for watching concerts or fireworks, and multipurpose spaces to accommodate activities such as markets, large gatherings, and pickup games.

The “Wilderness Stay” preliminary concepts integrates active and potentially revenue generating uses to the north including a canopy walk, a fifty (50) site campground, and twelve (12) rustic cottages. The reforested landscape would create pockets for park features to be placed, and connected with an extensive pathway system. Small, engaging features draw visitors through the park and provide a myriad of activities for a wide range of interests.

PASSIVE PLAY

LOWELL RECREATION PARK DESIGN PLAN

PRELIMINARY CONCEPT DESIGN 1



PLAN KEY

- | | |
|---|---------------------------------------|
| 1. signed point of entry | 11. playground structure |
| 2. parking | 12. basketball parkway |
| 3. outdoor viewing | 13. baseball stage |
| 4. picnic area | 14. fish cleaning station |
| 5. multiuse field (baseball & football) | 15. kayak launch |
| 6. zone & recreation buildings | 16. boat launch |
| 7. playground | 17. fishing docks |
| 8. picnic table & seating area | 18. connection to local trail network |
| 9. sports pad & seating area | 19. adventure course |
| 10. education garden | |
- street infrastructure (northwest side)
 street infrastructure (southeast side)

williams&works



WILDERNESS STAY

LOWELL RECREATION PARK DESIGN PLAN

PRELIMINARY CONCEPT DESIGN 2



PLAN KEY

- | | |
|--------------------------------|---|
| 1. signed point of entry | 12. sports pad |
| 2. zone & recreation buildings | 13. basketball |
| 3. information kiosk | 14. small garden |
| 4. parking | 15. kayak launch |
| 5. picnic area | 16. boat launch |
| 6. zone & recreation buildings | 17. yard games (basketball, bocce ball, table tennis) |
| 7. zone & recreation buildings | 18. fishing docks |
| 8. picnic table & seating area | 19. connection to local trail network |
| 9. sports pad & seating area | |
| 10. playground | |
| 11. changing room | |
- street infrastructure (northwest side)
 street infrastructure (southeast side)

williams&works



CIRCULATION PLANS

To better illustrate the differences in design, circulation plans were created for both the “Passive Play” and “Wilderness Stay” conceptual designs. The Recreation Park Steering Committee reviewed these designs and provided feedback on importance of access and traffic management within the park.

Several considerations were discussed concerning circulation, including the need for through traffic in the park space accommodating vehicular access for the waste water treatment plant and semi-truck stacking for vehicles entering King Milling during harvest season, pedestrian points of access, and the location of the planned non-motorized trail connections across the site.



PASSIVE PLAY

LOWELL RECREATION PARK DESIGN PLAN

PRELIMINARY CONCEPT DESIGN 1



CIRCULATION PLAN KEY

- — — pedestrian pathway/trail network
- — — shared pedestrian pathway (limited/seasonal access) vehicular route
- — — primary vehicular route

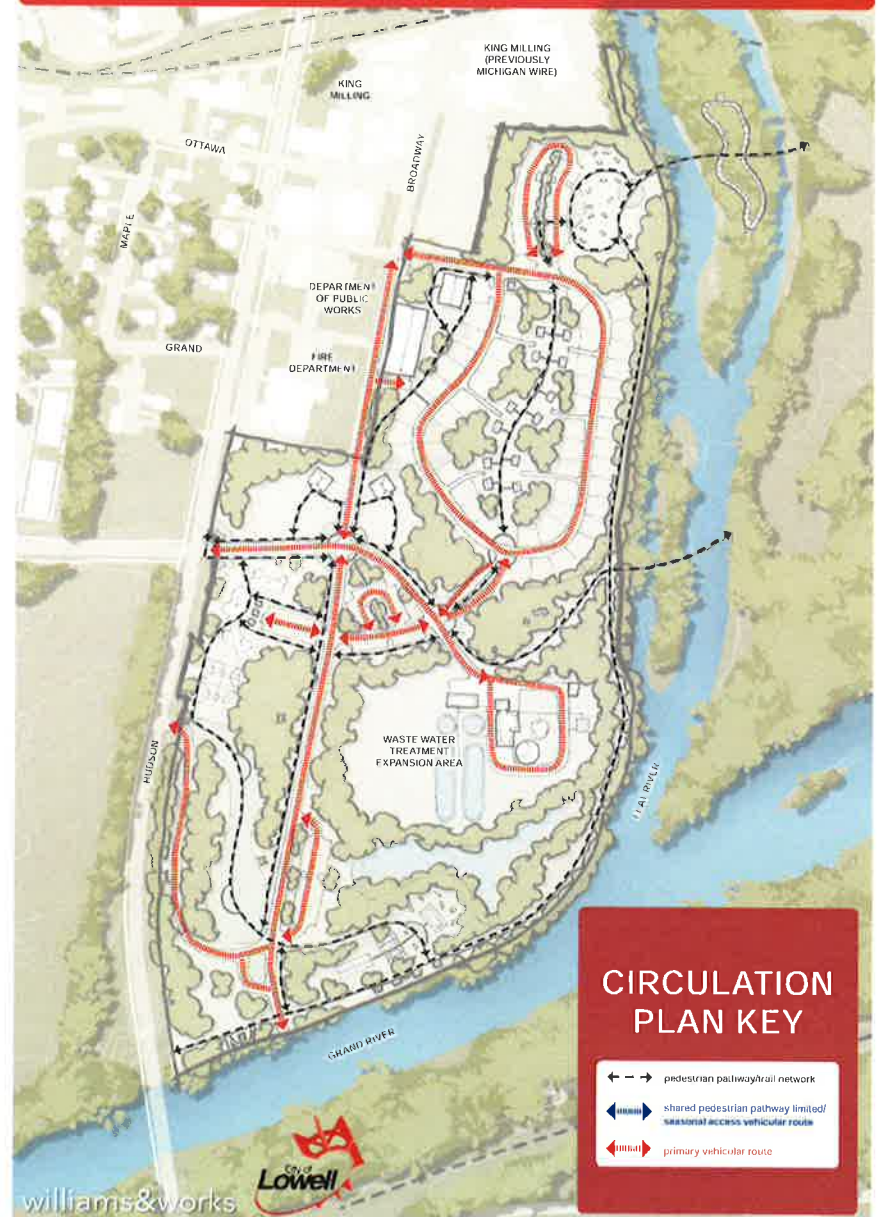
williams&works



WILDERNESS STAY

LOWELL RECREATION PARK DESIGN PLAN

PRELIMINARY CONCEPT DESIGN 2



CIRCULATION PLAN KEY

- — — pedestrian pathway/trail network
- — — shared pedestrian pathway (limited/seasonal access) vehicular route
- — — primary vehicular route

williams&works



conceptual site plan

FINAL CONCEPT: A FLEXIBLE SPACE

The Lowell Recreation Park is no stranger to change; whether that be through the ebb and flow of natural systems, activity, or the variety of uses in the park over many years. Moving into a new chapter, the Design Plan builds on this concept of dynamic change and reimagines the park as a place for both active recreation and passive play.

At the intersection of Hudson and Bowes Roads, the primary entry to the park is highlighted by active uses with clear views across to the tree top bridge trail crossing. Open-air, multipurpose pavilions are arranged to create a pocket for market and festival activity, with a radial connection to the splash pad and play area just across the way. Active uses are located centrally within the park, featuring areas for gathering, play, and a flexible field space for multi-use sports recreation.

Passive recreation lives on either ends of the park, providing 48 sites for seasonal camping to the north and water-oriented recreation to the south. The heavily reforested landscape buffers the campground from park activities, but is connected through an extensive trail system that meanders throughout the park interior and along the riverfront. These trail connections link the park to the Lowell Area Trailway and provides a unique experience through the treetops and along the water's edge. Increased access to the Grand River is created through the addition of a kayak launch, fishing docks, an improved boat launch, a space for yard games and picnicking.





LOWELL RECREATION PARK DESIGN PLAN CONCEPTUAL SITE PLAN



CONCEPTUAL SITE PLAN ELEMENTS

1. signed point of entry
2. king & foreman buildings
3. information kiosk
4. parking
5. tent camping
6. rv camping
7. rustic cottages
8. picnic area
9. multi-use field
10. hillside seating
11. tree top bridge crossing
12. connection to lowell area trailway
13. river's edge boardwalk
14. fishing docks
15. yard games (croquet, bocce ball, horse shoes)
16. boat launch
17. kayak launch
18. stroll garden (stormwater detention)
19. basketball courts
20. fenced in splash pad and playground areas
21. changing stalls
22. multi-purpose pavilions (market and festival area)



1

New signage at all park entrances will create a feeling of arrival and reinforce park boundaries



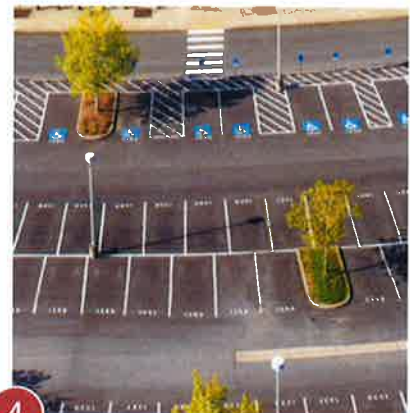
2

The King and Forman buildings will remain for City use and other the remaining barns removed



3

A kiosk stall will act as a space to post park information and control access to camping



4

Parking areas are proposed throughout the site to accommodate varying degrees of traffic



5

Thirty-eight 40'x40' tent camping sites are illustrated on the conceptual plan



6

Twenty-one 30'x65' pull-through RV sites are illustrated on the conceptual plan



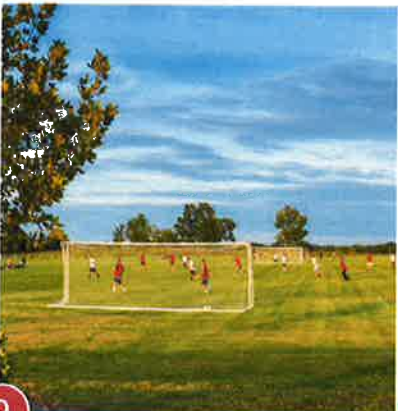
7

Four small, rustic cottages sit atop the ridge, overlooking the Flat River



8

Multiple picnic spaces are located on the plan to provide a variety of settings for relaxation



9

The multi-use field would provide a flexible space for softball, lacrosse, and football



10

Terraced seating built into the hillside would overlook the park and multi-use field



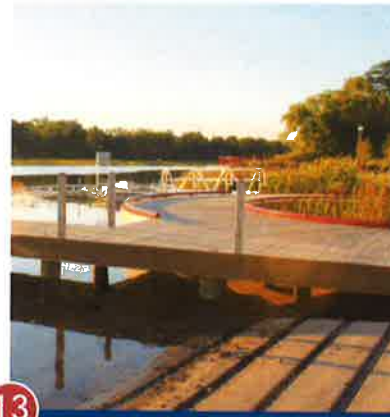
11

12

The elevated pedestrian bridge crossing the Flat River would create a connection to the Lowell Area Trailway, provide a unique experience to visitors, and allow views of both rivers and a walk through the forest canopy

CONCEPTUAL SITE PLAN ELEMENTS

1. signed point of entry
2. king & foreman buildings
3. information kiosk
4. parking
5. tent camping
6. rv camping
7. rustic cottages
8. picnic area
9. multi-use field
10. hillside seating
11. tree top bridge crossing
12. connection to lowell area trailway
13. river's edge boardwalk
14. fishing docks
15. yard games (croquet, bocce ball, horse shoes)
16. boat launch
17. kayak launch
18. stroll garden (stormwater detention)
19. basketball courts
20. fenced in splash pad and playground areas
21. changing stalls
22. multi-purpose pavilions (market and festival area)



13

Elevated or floating boardwalks would be installed, as needed, along the river's edge



14

Three small fishing docks protrude into the river, creating unique, quiet spaces for anglers



15

Yard games would be installed down by the river, such as croquet, bocce ball, horse shoes



16

The exiting boat launch would remain, with improvements to the launch circulation



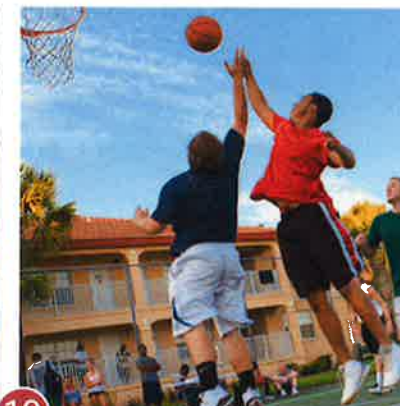
17

An new kayak launch is proposed, similar to that installed along the Lowell Riverwalk



18

A natural stroll garden provides passive recreational space and a functional location for stormwater detention and potential floodplain mitigation



19

Two basketball courts are illustrated on the plans as elements of active sports recreation



20

A splash pad and new playground would provide a family oriented play space



21

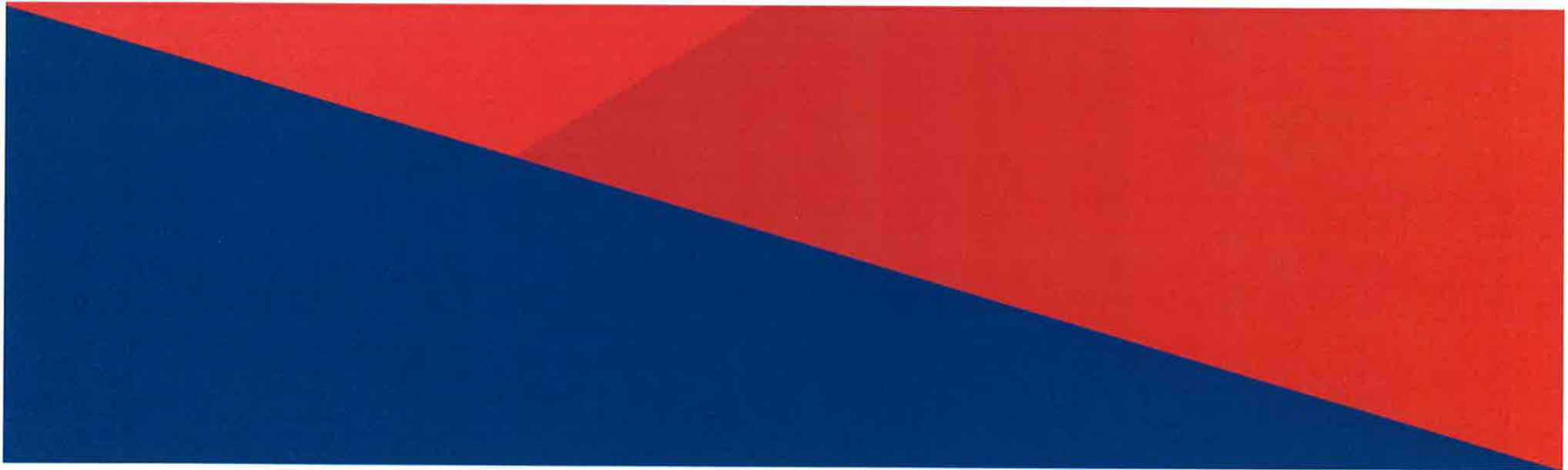
Small changing stalls are shown near the splash pad to facilitate wet and dry use of the park



22

The multi-purpose pavilion would be a flexible, open-air structure that could be used for a variety of activities, including markets, festivals, for community rental, or picnicking

LOWELL RECREATION PARK
ENGAGEMENT SUMMARY & DESIGN PLAN





LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: February 18, 2022
TO: Mayor Mike DeVore and Lowell City Council
FROM: Michael T. Burns, City Manager *MB*
RE: Lineshack Development Agreement

BGR Properties (Brent Slagell) and City Administration have come to terms on an agreement for the City Council to consider for the redevelopment of the Lineshack building at 115 Riverside Drive.

Attached is the development agreement for the project. City Attorney Jessica Wood will explain the agreement in detail.

In addition, Resolution 05-22 is attached to approve the development agreement.

I am recommending the Lowell City Council approve Resolution 05-22 as presented.

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

RESOLUTION NO. 05-22

**RESOLUTION TO APPROVE FORM OF PURCHASE AND
DEVELOPMENT AGREEMENT RELATIVE TO THE SALE BY THE
CITY AND PURCHASE BY BGR INVESTMENTS LLC OF PROPERTY
IN THE CITY CONTAINING THE LINESHACK BUILDING**

Councilmember _____ supported by Councilmember _____ moved
the adoption of the following resolution:

WHEREAS, the City owns an approximately 4,042 square foot (.09 acres) parcel of property located at 115 Riverside Dr. SE in the City (the “Property”) containing an approximately 2,000 square foot building (the “Lineshack Building”); and

WHEREAS, in accordance with the requirements of Section 13.3 of the City Charter, the City advertised twice for bids on the sale and development of the Property; and

WHEREAS, the City received a number of responses to the request for proposals and held a public hearing on October 11, 2021 to hear information on the proposals; and

WHEREAS, this City Council desires to approve the sale of the Property to BGR Investments LLC, a Michigan Limited Liability Company (“BGR”); and

WHEREAS, a Purchase and Development Agreement has been prepared and presented to this City Council relative to the sale by the City and purchase by BGR of the Property (the “Agreement”); and

WHEREAS, this City Council desires to approve the Agreement in substantially the form as presented and attached hereto as Exhibit A and to authorize certain officers of the City to execute and deliver the Agreement on behalf of the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. The Agreement in substantially the form attached hereto as Exhibit A is hereby approved, subject to such changes, additions or deletions as determined necessary and

in the best interests of the City by the City Manager in consultation with the City's counsel.

2. The City Manager is authorized to finalize and negotiate the milestones and time line related to the Project as will be reflected in this Agreement and Exhibit C.
3. The Mayor and the City Clerk are further authorized and directed to execute and deliver the Agreement for and on behalf of the City.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: February 22, 2022

Susan Ullery, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on February 22, 2022, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: _____, 2022

Susan Ullery, City Clerk

Exhibit A

[Attach Form of Agreement]

PURCHASE AND DEVELOPMENT AGREEMENT

between the

CITY OF LOWELL

and

BGR INVESTMENTS LLC

dated as of

_____, 2022

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS, LANGUAGE AND CONTEXT

Section 1.01. Definitions	2
Section 1.02. Language and Context	4

ARTICLE II. PROJECT

Section 2.01. Acquisition of the Property	5
Section 2.02. Inspection and Investigation	5
Section 2.03. Development of Project	5

ARTICLE III. ENVIRONMENTAL AND OTHER SITE CONDITIONS OF PROPERTY

Section 3.01. Environmental Condition of Property	5
Section 3.02. BGR Acquiring Property As Is	6
Section 3.03. BGR's Covenant Not to Sue	6

ARTICLE IV. ACQUISITION OF PROPERTY

Section 4.01. Closing on Property	6
Section 4.02. Purchase Price	6
Section 4.03. Conveyance of Property	6
Section 4.04. Survey	6
Section 4.05. Property Taxes and Assessments	7
Section 4.06. Closing Costs	7
Section 4.07. Brokers and Brokerage Fees	7

ARTICLE V. REQUIREMENTS AT CLOSING

Section 5.01. City Compliance	7
Section 5.02. Insurance	7
Section 5.03. BGR's Requirements at Closing	7
Section 5.04. City's Requirements at Closing	7
Section 5.05. Recording	8

**ARTICLE VI.
OBLIGATION OF CITY PRIOR TO CLOSING**

Section 6.01. Obligations of City Prior to Closing	8
--	---

**ARTICLE VII.
PROJECT PLAN'S APPROVALS AND SCHEDULE**

Section 7.01. Conceptual Plans	8
Section 7.02. Final Plans	9
Section 7.03. Presentation of Plans	9
Section 7.04. Requirements of Final Plans.....	9
Section 7.05. Approvals and Permits.....	9
Section 7.06. Schedule.....	10
Section 7.07. Progress Reports	10

**ARTICLE VIII.
BGR REPRESENTATIONS AND WARRANTIES**

Section 8.01. General.....	10
Section 8.02. Covenant to Construct	11
Section 8.03. BGR to Pay All Fees	11
Section 8.04. Use Covenant.....	11
Section 8.05. Insurance.....	11
Section 8.06. BGR Liabilities.....	11
Section 8.07. Survival of Warranties, Representations and Covenants.....	11

**ARTICLE IX.
BGR OBLIGATIONS COVENANTS AND AGREEMENTS**

Section 9.01. Covenant to Complete Project.....	12
Section 9.02. Application for Building Permits and Governmental Approvals	12
Section 9.03. Commencement of Construction	12
Section 9.04. Completion Guaranty	12
Section 9.05. Completion of the Project.....	13

**ARTICLE X.
CITY REPRESENTATIONS AND WARRANTIES**

Section 10.01. General.....	13
-----------------------------	----

**ARTICLE XI.
INDEMNIFICATION AND INSURANCE**

Section 11.01. Indemnification.....	13
Section 11.02. All Risk Insurance	14

Section 11.03. General Liability Insurance	14
--	----

ARTICLE XII. .DEVELOPMENT SUPPORT

Section 12.01. Brownfield Eligible Activities Reimbursement	14
Section 12.02. MEDC Reimbursement.....	16

ARTICLE XIII. ASSIGNMENT

Section 13.01. Assignment to BGR Affiliate	15
Section 13.02. Other Assignment Requirements.....	15
Section 13.03. Leasing.....	15

ARTICLE XIV. TERM OF AGREEMENT, RECORDING, BINDING EFFECT, RIGHTS AND REMEDIES

Section 14.01. Term.....	15
Section 14.02. Recording.....	15
Section 14.03. Binding Effect.....	15
Section 14.04. Rights and Remedies	16

ARTICLE XV. MISCELLANEOUS

Section 15.01. Signs	16
Section 15.02. Construction Staging	16
Section 15.03. Time of Essence.....	16
Section 15.04. City Review and Approval	16
Section 15.05. Extension of Time	16
Section 15.06. Amendment	16
Section 15.07. No Other Agreements.....	16
Section 15.08. Consent	17
Section 15.09. Remedies Cumulative.....	17
Section 15.10. Governing Law	17
Section 15.11. Notices	17
Section 15.12. Counterparts.....	17
Section 15.13. Successors and Assigns	17
Section 15.14. Severability	17
Section 15.15. Survival of Agreement.....	18
Section 15.16. No Partnership or Joint Venture.	18
Section 15.17. No Third Party Beneficiaries.....	18
Section 15.18. Additional Documents.....	18

EXHIBIT A - Legal Description of Property	A-1
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EXHIBIT B – Quitclaim Deed	B-1
EXHIBIT C – Project Schedule.....	C-1

PURCHASE AND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of _____, 2022, by and between the **CITY OF LOWELL**, a Michigan municipal corporation (the “City”) and **BGR INVESTMENTS LLC**, a Michigan limited liability company (“BGR”).

RECITALS

A. The City owns an approximately 4,042 square foot (.09 acres) parcel of property located at 115 Riverside Dr. SE in the City and legally described on the attached **Exhibit A** (the “Property”) containing an approximately 2,000 square foot building (“Lineshack Building”).

B. In accordance with the requirements of Section 13.3 of the City Charter, the City advertised twice for bids on the sale and development of the Property.

C. The City received a number of responses to the request for proposals and held a public hearing on October 11, 2021 to hear information on the proposals.

D. Per City Charter Section 13.3 the City Clerk kept the resolution for award on file for public inspection for 20 days from the date of this resolution after which the City finally adopted and approved the sale and a Purchase and Development Agreement to BGR.

E. BGR will acquire the Property from the City and develop and use the Property for the development and construction of the Project in accordance with the terms and condition of this Agreement and substantially as described on the BGR Proposal attached as **Exhibit D**. In the event of a conflict between this Agreement and Exhibit D, this Agreement shall control.

F. The City has established the City of Lowell Brownfield Redevelopment Authority (the “LBRA”) pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended (“Act 381”), pursuant to which LBRA is authorized to capture LBRA tax increment revenues, as defined in Act 381 realized from the Project to reimburse BGR for costs of “eligible activities” as defined in Act 381 in an amount approved by the LBRA and Michigan Department of Environment Great Lakes and Energy (“EGLE”).

G. BGR may request reimbursement of such “eligible activities” from tax increment revenues to be realized by the LBRA from the Project in connection with the development of the Project along with funds from other sources.

H. BGR may seek grant money from the Michigan Economic Development Corporation (MEDC) or similar State programs.

I. BGR may seek reimbursement, grant, or loan money from the City’s Downtown Development Authority for eligible expenses.

J. The Project, including the Public Facility Improvements and “eligible activities: will fulfill in part, the purposes of Act 381.

NOW, THEREFORE, for and in consideration of the mutual undertakings as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and BGR agree as follows:

ARTICLE I. DEFINITIONS, LANGUAGE AND CONTEXT

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the following meanings:

“Change in Law” means the occurrence, after the Effective Date, of one of the following events, provided (i) such event materially changes the costs or ability of BGR to carry out its obligations under this Agreement and (ii) such event is not caused by BGR:

a. the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, rule or regulation;

b. the order or judgment of any federal or State court, administrative agency or other governmental body;

c. the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for undertaking the services or obligations to be performed under or required by this Agreement; or

d. the adoption, promulgation, modification or change in interpretation in a written guideline or policy statement by a governmental agency.

“City Manager” means the City Manager of the City and his designee.

“Closing” means the date BGR acquires the Property pursuant to this Agreement.

“Completion of the Project” means BGR has substantially completed the Project. For purposes of this definition “substantially completed” means receipt of a certificate of occupancy for the Project.

“Quitclaim Deed” means the deed attached hereto as **Exhibit B**.

“Day” means a calendar day.

“Effective Date” means the date indicated in the first paragraph of this Agreement.

“Environmental Condition” means any condition or situation existing on, under, at or about the Property, the groundwater, subsurface water, and/or underground soil and geologic conditions thereunder, as of the Execution Date which (i) constitutes a violation of any State or federal environmental law, regulation or ordinance, (ii) which does or might form the basis of

any public or private claim or cause of action for the cleanup or remediation as a result of the release, threatened release, migration or the existence of any contaminants, pollutants, petroleum and petroleum byproducts, crude oil or any fraction thereof, chemicals, wastes or substance (including, without limitation, regulated substances, hazardous wastes and hazardous substances as such terms are commonly used or understood within the framework of existing federal and State laws), (iii) are a release or a threatened release of hazardous wastes or hazardous substances, or (iv) are described or included in any report provided by the City to BGR or in any report or assessment generated by BGR related to the Property.

“Environmental Law” means any federal or State law, statute, regulation, rule, order, decree, judgment or direction concerning environmental protection or health and safety including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act 1980, as amended, and the Toxic Substance Control Act, as amended.

“BGR Affiliate” means an entity which controls, is controlled by, or is under common control with BGR and which has the same members, partners or shareholders owning in the aggregate at least fifty percent (50%) of the ownership interest in BGR. As used herein “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract or otherwise.

“BGR Representative” means a person designated by BGR to the City in writing to act as its representative in connection with the planning, development, construction and financing of the Project and the administration of this Agreement.

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, trust or government or any agency or political subdivision thereof.

“Project” means the planning, development, construction and financing consisting of: Demolition of existing building and new construction of a 2-story building with seven to eight enclosed parking spaces in an indoor shared garage along with one 1-bedroom unit on the east side and a single commercial space on the west side. Second floor consisting of four residential units with two being 2-bedroom units and two being 1-bedroom units.

“State” means the State of Michigan.

“Uncontrollable Circumstances” means any event that:

- a. is beyond the reasonable control of and without the fault of BGR; and
- b. is one or more of the following events:
 - i. a Change in Law;
 - ii. insurrection, riot, civil disturbance, sabotage, act of a public enemy, act of terrorism, explosion, nuclear incident, war or naval blockade;

iii. epidemic (however COVID-19 shall not be an Uncontrollable Circumstances unless a specific governmental order is applicable that directly and substantially impacts the Project as determined by the City), hurricane, tornado, landslide, earthquake, lightening, fire, windstorm, other extraordinary weather conditions or other similar act of God;

iv. governmental condemnation or taking;

v. strikes or labor disputes;

vi. delays in the issuance of building or other permits, variances, licenses or approvals by the City or other governmental authority having jurisdiction;

vii. shortage or unavailability of essential materials which materially changes the ability of BGR to carry out its obligations under this Agreement;

viii. unknown or unforeseeable Environmental Conditions;

ix. unknown or unforeseeable geotechnical conditions which delay construction of the Project; or

x. non-performance of the City which delays construction of the Project.

Uncontrollable Circumstances shall not include economic hardship or a failure of performance related to the construction of the Project by a contractor(s) (except as caused by events which are Uncontrollable Circumstances as to the contractor(s)).

Section 1.02. Language and Context. Except where the context by clear implication shall otherwise require, this Agreement shall be construed and applied as follows:

a. Definitions include both singular and plural.

b. Pronouns include both singular and plural and cover all genders.

c. Section headings are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

d. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be incorporated by reference in the context of use where mentioned and referenced in this Agreement and in the event of a conflict between any exhibit and the terms of this Agreement, this Agreement shall control.

e. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth.

f. Reference herein to supplemental agreements, certificates, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

g. The City Manager, unless the provisions of this Agreement otherwise require, shall be the City's representative in connection with the implementation of the provisions of this Agreement and shall have the authority to make or grant or do those things, certificates, requests, demands, notices and other actions described in this Agreement for and on behalf of the City as indicated herein.

h. The City and BGR shall respectively be entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the City and BGR, respectively, as having been properly and legally given by the City and BGR, respectively.

i. In connection with all actions to be taken by BGR under this Agreement and unless this Agreement requires action of BGR in a different manner, BGR agrees to designate an BGR Representative as its authorized representative who shall have the authority to make or grant or do all things, supplemental agreements, certificates, requests, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of BGR as indicated herein. BGR shall have the right to change its BGR Representative by providing the City written notice of such change in accordance with Section 15.14 hereof.

ARTICLE II. PROJECT

Section 2.01. Acquisition of the Property. Subject to the terms of this Agreement, including specifically Article 2.02 hereof, BGR will acquire and the City will convey all ownership and/or rights in and to the Property by Quitclaim Deed for the Project.

Section 2.02. Inspection and Investigation. BGR acknowledges that it has conducted inspections, tests, surveys, assessments, studies and investigations of the Property as it determined necessary and has satisfied itself that the Property is suitable for the Project. By execution of this Agreement BGR is acknowledging to the City of such satisfaction and suitability.

Section 2.03. Development of Project. BGR agrees, in accordance with the terms of this Agreement, to plan, develop, construct, finance and complete the Project. The terms of this Section 2.03 shall run with the Property, bind the successors in interest of BGR and shall remain in effect for fifteen (15) years from the Effective Date of this Agreement.

ARTICLE III. ENVIRONMENTAL AND OTHER SITE CONDITIONS OF PROPERTY

Section 3.01. Environmental Condition of Property. BGR acknowledges that it has performed such environmental assessments of the Property as it determined necessary and has determined that the environmental condition of the Property is satisfactory. By execution of this

Agreement BGR is acknowledging to the City of such satisfaction. BGR hereby waives and releases any claim for contribution against, and covenants not to sue the City or its officers, council members, employees, agents, attorneys, representatives, successors or assigns, whether asserted directly or indirectly, or whether in the nature of an action for contribution, third party proceedings or other action or proceeding whatsoever, for all damages including without limitation, punitive damages, liabilities, costs, diminution of value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultants fees, attorney fees and litigation expenses (collectively, the "Claims") arising out of or in connection with an Environmental Condition on the Property or its migration to any other site or location or arising out of or in connection with any Environmental Law.

Section 3.02. BGR Acquiring Property As Is. BGR hereby acknowledges and agrees that it is purchasing the Property in its "as is," "where is," "with all faults" condition without warranty from the City and that, as of the Closing, BGR will be purchasing the Property with no recourse or rights of action against the City or its officers, council members, City Manager, employees, agents, attorneys, representatives, successors or assigns.

Section 3.03. BGR's Covenant Not to Sue. BGR for itself and its successors, assigns and grantees, hereby covenants and agrees that in consideration of this Agreement, neither BGR nor its successors, assigns or grantees shall directly or indirectly sue the City or its officers, council members, employees, agents, attorneys, representatives, successors and assigns for any Claims directly arising out of any Environmental Condition or any other condition of, or with respect to, the physical condition of the Property or any Environmental Law (the "Covenant Not to Sue"). The parties hereto understand and agree that BGR's Covenant Not to Sue as stated herein does not apply to any action taken by BGR to enforce any contractual obligations of the City as may be specifically set forth in this Agreement.

ARTICLE IV. ACQUISITION OF PROPERTY

Section 4.01. Closing on Property. The Closing on the conveyance of the Property from the City to BGR shall be on a Day not later than _____, 2022 (the "Closing Date"). The Closing shall be at such location mutually agreeable to the parties hereto.

Section 4.02. Purchase Price. In accordance with the LOU the purchase price of the Property shall be One Hundred Thousand Dollars (\$100,000) (the "Purchase Price"). The Purchase Price shall be paid by BGR to the City at the Closing in immediately available funds by certified check, wire transfer or other method acceptable to the City.

Section 4.03. Conveyance of Property. The City will, at the Closing, convey to BGR all of its rights, title and interest in the Property, whatever that might be, by Quitclaim Deed. Other than the representations contained in the Quitclaim Deed, BGR acknowledges that the City has not made any warranty with respect to its ownership interest in the Property.

Section 4.04. Survey. Within thirty (30) days of execution of this Agreement by both parties, BGR shall obtain:

a. A current ALTA survey of the Property certified to BGR and the title insurance company showing a legal description of the Property (the "Survey").

Section 4.05. Property Taxes and Assessments. The Property is not currently subject to *ad valorem* property taxes and therefore no pro ration between the City and BGR of such taxes is required to be made at Closing. There are also no assessments on the Property.

Section 4.06. Closing Costs. BGR shall pay the cost of recording the Quitclaim Deed conveying the Property to it and for all documentary, intangible, transfer and other taxes, if any, with respect to the Quitclaim Deed. BGR shall be responsible for the cost of all soil borings and other tests, studies or Environmental Assessments it elects to perform or have performed with respect to the Property. BGR shall pay the closing fee charged by the title insurance company. BGR shall be responsible for the payment of any special endorsements it requires to be added to the Policy.

Section 4.07. Brokers and Brokerage Fees. Both the City and BGR represent and warrant to the other that there has been no involvement of a real estate broker or salesperson in the sale of the Property. Each party shall indemnify and hold the other party harmless with respect to the claims of any real estate broker or salesperson who may have dealt with such party in connection with the sale of the Property.

ARTICLE V. REQUIREMENTS AT CLOSING

Section 5.01. City Compliance. All representations of the City set forth in this Agreement shall be true as of the Closing Date and the City shall have timely performed and complied in all respects with all covenants, obligations and agreements to be performed or complied with by the City under this Agreement.

Section 5.02. Insurance. BGR, at its expense, shall have insured the Property in accordance with Article XI hereof and prior to Closing shall have delivered to the City insurance binders or certificates evidencing the required coverages.

Section 5.03. BGR's Requirements at Closing. At the Closing, BGR shall provide the following:

- a. The payment of the Purchase Price.

Section 5.04. City's Requirements at Closing. At the Closing, the City shall provide the following:

- a. Quitclaim Deed for the Property in favor of BGR in recordable form.
- b. A real estate transfer valuation affidavit executed by the City Manager in a form prescribed by the Kent County Register of Deeds with respect to conveyance of the Property to BGR.

c. An affidavit that the City is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

d. A closing statement related to the Property reasonably satisfactory to BGR.

Section 5.05. Recording. Promptly after the Closing the City shall cause this fully executed Agreement including all exhibits attached hereto to be recorded with the Kent County Register of Deeds. BGR shall reimburse the City the cost of all fees and charges incurred in connection with such recording. Upon recording, the City shall provide BGR with an executed copy of this Agreement or the memorandum showing the recording information.

ARTICLE VI. OBLIGATIONS OF CITY PRIOR TO CLOSING

Section 6.01. Obligations of City Prior to Closing. During the period commencing on the Execution Date of this Agreement and ending on the Closing Date the City shall:

a. maintain the Property in substantially the same condition as on the Execution Date of the Agreement;

b. pay all costs and expenses and discharge all liabilities, obligations and claims arising out of its ownership of the Property;

c. not enter into any agreement, lease, use, occupancy arrangement, easement or other agreement with respect to all or any portion of the Property without BGR’s prior written consent;

d. not create, grant or accept any option to purchase, right of first refusal, installment sale agreement or other agreement for the leasing or sale of all or any portion of the Property without BGR’s prior written consent;

e. not create or suffer any right, claim, lien or encumbrance of any kind whatsoever on all or any portion of the Property that would bind BGR as the City’s successor; and

f. maintain the Property in compliance with all laws, statutes, ordinances, rules and regulations applicable thereto.

ARTICLE VII. PROJECT PLAN’S APPROVALS AND SCHEDULE

Section 7.01. Conceptual Plans. Prior to commencement of construction of the Project, BGR shall, subject to Uncontrollable Circumstances, on or before _____, 2022, submit to the City conceptual development plans for the Project (the “Conceptual Plans”). Such Conceptual Plans shall be promptly reviewed and approved by the City Manager, which approval shall not be unreasonably withheld. For purposes of this Agreement the City Manager shall be deemed to have approved all plans, specifications, drawings, reports or other documents

comprising the Conceptual Plans to which he does not object to BGR within thirty (30) business days after receipt.

Section 7.02. Final Plans. Prior to commencement of construction of the Project, BGR shall, subject to Uncontrollable Circumstances, on or before _____, 2022, submit final development plans for the Project substantially in conformance with the Conceptual Plans (the "Final Plans"). Such Final Plans shall be promptly reviewed for substantial conformance with the Conceptual Plans and approved by the City Manager, which approval shall not be unreasonably withheld. For purposes of this Agreement the City Manager shall be deemed to have approved all plans, specifications, drawings, reports or other documents comprising the Conceptual Plans to which he does not object to BGR within thirty (30) business days after receipt.

Section 7.03. Presentation of Plans. At the request of the City, BGR shall assist the City in presenting the Conceptual Plans and Final Plans to the community and shall make representatives of BGR available at public meetings related to the Project.

Section 7.04. Requirements of Final Plans. The Final Plans submitted by BGR to the City shall contain each of the following elements and conform to the following requirements and descriptions:

a. **Site Plan.** A dimensional site plan of minimum scale of one sixteenth (1/16) inch equals one (1) foot and conforming to the requirements of the City's Code of Ordinances, rules and regulations indicating the arrangement, location and setback of all proposed uses, including buildings, structures, signage, open space, loading areas, pedestrian areas and walkways and utilities.

b. **Building Elevations.** Architectural renderings prepared by a registered architect of all elevations of proposed buildings and structures.

c. **Landscape Plans.** A landscape plan by a registered landscape architect prepared to the same scale as the site plan showing (i) the appropriate location, common name species and size of proposed plantings, (ii) street furniture and (iii), if applicable, any irrigation systems.

d. **Exterior Lighting Plan.** An exterior lighting plan prepared to the same scale as the site plan indicating the location of all proposed exterior lighting and including the proposed level of illumination and specific design details to include light color, height of fixtures, illustration of design and applicable screening of light sources.

Section 7.05. Approvals and Permits. Prior to commencement and construction of the Project, BGR shall obtain such approvals as may be required by the City's Code of Ordinances, rules and regulations and applicable State law (the "Applicable Laws"), including, but not limited to, site plan approval and any and all other applicable approvals required by and from the City's Planning Commission, and apply for and receive such permits as required by Applicable Laws. In addition, if required, BGR shall obtain such City zoning ordinance variances as necessary in connection with the development and construction of the Project. Such required

approvals, permits and zoning law variances shall be obtained in accordance with the Project Schedule referenced in Section 7.06 hereof.

Section 7.06. Schedule. The Project shall be developed and constructed by BGR, subject to Uncontrollable Circumstances, in accordance with the schedule set forth in the attached **Exhibit C** (the "Project Schedule") and the terms and conditions of this Agreement.

Section 7.07. Progress Reports. BGR shall provide the City during the term of this Agreement prior to the completion of the Project with written quarterly reports within fifteen (15) days after the end of each calendar quarter beginning with the period ending March 30, 2022, detailing the status of the Project.

ARTICLE VIII. BGR REPRESENTATIONS AND WARRANTIES

Section 8.01. General. BGR represents and warrants that:

- a. it is a Michigan limited liability company duly organized, validly existing and qualified to do business in the State;
- b. it has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- c. the execution, delivery and performance by it of this Agreement has been duly authorized by all necessary action, and does not and will not violate its operating agreement, as amended and supplemented, any applicable provisions of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which it is now a party or by which it is now or may become bound;
- d. there are no actions or proceedings by or before any court, governmental body, board or any other administrative agency pending or, to the best of its knowledge, threatened or affecting it which would impair its ability to perform under this Agreement;
- e. it is not, as of the date of this Agreement, in default with respect to any indenture, loan agreement, mortgage, deed or any other agreement or instrument related to the borrowing of money to which BGR is a party or by which it is bound;
- f. prior to Completion of the Project, it shall not, without the prior written consent of the City Manager, (i) be a voluntary party to any liquidation or consolidation; (ii) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including, but not limited to, any fixtures or equipment now or hereafter attached thereto) except for a sale in the ordinary course of business; (iii) assume, guarantee, endorse or otherwise become liable in connection with the obligations of any other Person except in the ordinary course of business; or (iv) enter into any transaction outside the ordinary course of its business.
- g. it has not incurred and, prior to Completion of the Project, shall not, without the prior consent of the City Manager, allow the existence of any lien against the

Property other than liens for *ad valorem* property taxes, assessments and public water and sanitary sewer service fees and charges not yet past due, liens related to lender financing for the Project and liens for which it has obtained insurance, or incur any indebtedness secured or to be secured by the Property or any fixtures now or hereafter attached thereto except liens related to lender financing of the Project and except for liens which BGR prevents from enforcement or foreclosure by contest, payment, deposit, bond or order of the court or otherwise;

h. to the best of its knowledge, after due inquiry, no judgments are outstanding against it, nor is there now pending or threatened any litigation, contested claim or governmental proceeding by or against it or affecting it or its Property; or seeking to restrain or enjoin the performance by it of this Agreement or the transactions contemplated by this Agreement, or contesting the validity thereof;

i. to the best of its knowledge, after due inquiry, it is not in default with respect to any order, writ, injunction or decree from any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand or any government authority or agency or instrumentality, a default under which would have a material adverse effect on it or its business; and

j. to the best of its knowledge, after due inquiry, there is no default by it or any other party under any material contract, lease, agreement, instrument or commitment to which it is a party or by which it or its properties is bound.

Section 8.02. Covenant to Construct. Upon BGR's receipt of all required permits and government approvals, BGR shall construct the Project in accordance with this Agreement and all exhibits attached hereto including specifically **Exhibit C** and the Final Plans, the Plans and Specifications (as identified in Section 9.01 hereof) and all federal, State and City laws, ordinances, rules, regulations applicable to BGR, the Property and the Project.

Section 8.03. BGR to Pay All Fees. BGR shall pay all of the applicable fees, rates and charges in connection with the development and construction of the Project.

Section 8.04. Use Covenant. BGR shall use the Property and the Project solely as permitted by this Agreement.

Section 8.05. Insurance. BGR, at its sole expense, shall comply with all insurance coverage provisions contained in Article XI of this Agreement.

Section 8.06. BGR Performance. BGR shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder. The BGR Representative shall immediately notify the City of any event or action which may materially affect its ability to perform its obligations under this Agreement.

Section 8.07. Survival of Warranties, Representations and Covenants. All warranties, representations and covenants of BGR contained in this Article VIII, Article IX and elsewhere in this Agreement shall be true, accurate and complete at the time of the Execution

Date of this Agreement and remain in effect during the term of this Agreement unless specifically provided otherwise in this Agreement.

ARTICLE IX. BGR OBLIGATIONS COVENANTS AND AGREEMENTS

Section 9.01. Covenant to Complete Project. Provided BGR acquires the Property, BGR shall construct the Project in substantial accord with the Final Plans, the plans and specifications submitted for building and other required permits (the “Plans and Specifications”) within the time periods specified in the Project Schedule and in material compliance with all applicable laws, ordinances, rules and regulations subject to (i) the issuance of permits and governmental approvals for which timely application is made and (ii) Uncontrollable Circumstances.

Section 9.02. Application for Building Permits and Governmental Approvals. Provided BGR acquires the Property, unless otherwise permitted by the City in writing, BGR shall not later than _____, 2022, (which may be extended due to Uncontrollable Circumstances), have filed for all necessary building permits and other governmental approvals. BGR, at its sole expense, shall have the obligation to take all steps necessary to seek any and all permits, variances, licenses and other approvals for the Project.

Section 9.03. Commencement of Construction. Provided BGR acquires the Property, unless otherwise permitted by the City in writing, BGR shall commence construction of the Project no later than _____, 2022, subject to extension due to Uncontrollable Circumstance. If BGR has not done so, the City may notify BGR in writing that the City desires to repurchase the Property (the “Repurchase Notice”). If BGR does not commence construction of the Project within thirty (30) days of receipt of the Repurchase Notice, then the BGR shall have forty-five (45) days after BGR’s receipt of the Repurchase Notice to clear the Property of any liens and encumbrances and return the status of title of the Property to the same condition as it was when the City conveyed the Property to BGR. The amount paid for the Property shall equal the Purchase Price paid by BGR to the City less any amount expended by the City to clear title to the condition it was when the City conveyed the Property to BGR (the “Repurchase Price”). Any mortgage or other lien encumbering the Property (the “Property Liens”) shall be an offset from the Repurchase Price otherwise payable to BGR hereunder. In the event the Property Liens encumbering the Property are for an amount in excess of the Repurchase Price, BGR shall be obligated to pay off the excess amount prior to reconveyance of the Property back to the City. BGR shall cause any mortgagee of the Property or any portion thereof to release its lien on the Property upon repurchase of the Property by the City. BGR shall reconvey the Property to the City by Quitclaim Deed. For purposes of this Section 9.03 the phrase “commence construction” shall mean the commencement of material earth moving at the Property.

Section 9.04. Completion Guaranty. BGR shall pay a completion guaranty of Ten Thousand Dollars (\$10,000) (the “Completion Guaranty”) to the City on the date BGR acquires the Property to be held in escrow by the City and paid to the City if BGR fails to achieve Completion of the Project within the time provided in Section 9.05 hereof, *provided, however*, such guaranty shall not be required if BGR provides documentation reasonably acceptable to the City that it has committed financing to complete the Project. If the completion date milestone is

met, the City shall return the Completion Guaranty to BGR within ten (10) days of the completion of the Project. If the City is entitled to the Completion Guaranty, it may be used as the City shall solely determine.

Section 9.05. Completion of the Project. If construction of the Project has commenced and Completion of the Project has not occurred by _____, 20____, subject to extension due to Uncontrollable Circumstances, the City shall notify BGR in writing. If BGR does not achieve Completion of the Project within forty-five (45) days of receipt of such notice, the City shall be entitled to retain the Completion Guaranty, if any, and use it as the City shall solely determine.

ARTICLE X. CITY REPRESENTATIONS AND WARRANTIES

Section 10.01. General. The City represents, warrants and covenants that:

- a. it is a home rule city under the laws of the State including specifically The Home Rule City Act, Act 278 of the Public Acts of Michigan of 1902 as amended, with the power and authority to enter into this Agreement and to consummate all of the transactions contemplated hereby;
- b. execution of this Agreement and the consummation of all of the transactions contemplated hereby will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed or other instrument to which the City is a party;
- c. there are no actions, suits or proceedings pending, or to the knowledge of the City threatened, against or affecting the City, at law or in equity, or before any governmental authority, which, if adversely determined, would impair the City's ability to perform its obligations under this Agreement; and
- d. all actions of the City Council required to be taken to authorize execution of this Agreement have been validly and duly taken and the Mayor has been duly authorized to execute this Agreement for and on behalf of the City.

ARTICLE XI. INDEMNIFICATION AND INSURANCE

Section 11.01. Indemnification. Except for matters arising out of the willful misconduct or gross negligence of the City, its officers, council members, employees or agents (the "Indemnified Parties"), BGR hereby agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any cost, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties arising from or in connection with (i) the work performed by BGR, its employees, agents and contractors related to the Project or under this Agreement, (ii) material misrepresentations of BGR in this Agreement or any information BGR is required to provide the City pursuant to this Agreement, (iii) the failure of BGR to promptly cure or otherwise correct any material misrepresentations or omissions of BGR in this Agreement or any other agreement related hereto, or (iv) any violation which occurred during the

time BGR owned and/or controlled the Property or any portion thereof, of any applicable law, statute, rule or regulation related to the protection of the environment (an "Environmental Violation"), which occurs or is alleged to have occurred upon the Property or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of an Environmental Violation, provided that to the extent that the City is strictly liable or alleged to be strictly liable in respect to the Property under any Environmental Law, statute, rule or regulation as a result of an Environmental Violation, BGR's obligations to the Indemnified Parties shall be without regard to fault on the part of BGR, who will also indemnify the Indemnified Parties with respect to the Environmental Violation which results in liability to the Indemnified Parties. The indemnity related to (iv) above shall not apply to any act or omission resulting in an Environmental Violation which arises from the City's own negligence or which arose on any portion of the Property prior to the date on which BGR acquired the Property.

Section 11.02. All Risk Insurance. BGR shall, at its own expense, cause the Project to be insured against loss or damage by fire, windstorm, hail, explosion, riot and civil commotion, smoke damage, and such other risks as are from time to time included in "extended coverage" endorsements (including during construction thereof builder's risk insurance) in an amount and form so that the proceeds are sufficient to provide for actual replacement of the improvements. Said policies of insurance shall, if reasonably available, provide for waivers of subrogation and shall name the City as an additional insured.

Section 11.03. General Liability Insurance. BGR shall, at its own expense maintain or cause to be maintained general liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Property and the Project with coverage in an amount not less than Two Million Dollars (\$2,000,000) with respect to injury or death to one or more persons arising out of any one occurrence and an amount of not less than One Million Dollars (\$1,000,000) with respect to damage to property per occurrence. Said insurance shall, if reasonably available, provide for waivers of subrogation and shall name the City as an additional insured.

ARTICLE XII. DEVELOPMENT SUPPORT

Section 12.01. Brownfield Eligible Activities Reimbursement. In connection with the development and construction of the Project, BGR may incur brownfield "eligible activity" costs as defined in Act 381, for which it intends to seek reimbursement from the LBRA from tax increment revenues, as defined in Act 381, realized from the Project. The City agrees to be supportive of such request.

Section 12.02. MEDC Reimbursement. In connection with the development and construction of the Project, BGR may seek reimbursement or other monies from MEDC. The City agrees to be supportive of such request subject to budgetary considerations

Section 12.03. DDA Reimbursement. In connection with the development and construction of the Project, BGR may seek reimbursement or grant or loan money from the City's Downtown Development Authority (DDA). The City agrees to be supportive of such

request subject to budgetary considerations, statutory eligibility, and DDA Board consideration and approval.

ARTICLE XIII. ASSIGNMENT

Section 13.01. Assignment to BGR Affiliate. BGR shall have the right to transfer any or all of its interest in the Property and the Project and this Agreement to an BGR Affiliate and such assignment shall transfer to the BGR Affiliate all of BGR's rights, duties, obligations, covenants, undertakings and liabilities hereunder and the BGR Affiliate by accepting such assignment shall assume in writing all of BGR's rights, duties, obligations, covenants, undertakings and liabilities hereunder.

Section 13.02. Other Assignment Requirements. The following shall apply with respect to assignments:

a. Except as provided in Section 13.01 hereof, this Agreement is personal and may not be assigned prior to Completion of the Project without the prior written approval of the City.

b. After Completion of the Project, this Agreement may be assigned to any Person, without approval of, but upon written notice to, the City.

Section 13.03. Leasing. Notwithstanding the foregoing restrictions on transfers and assignments in this Article XIII, BGR and BGR Affiliates are permitted to lease or sublease all or any portion of the Project by and among one another and to third parties so long as the lease or sublease is and remains subject to the terms of this Agreement.

ARTICLE XIV. TERM OF AGREEMENT, RECORDING, BINDING EFFECT, RIGHTS AND REMEDIES

Section 14.01. Term. The term of this Agreement shall commence as of the Execution Date and shall end fifteen (15) years after Completion of the Project, unless otherwise terminated in accordance with the provisions of this Agreement.

Section 14.02. Recording. The City and BGR agree to execute and deliver an original copy of this Agreement in proper form for recording with the Kent County, Michigan Register of Deeds and further agree that this Agreement, upon purchase of the Property by BGR, shall be recorded with the Kent County, Michigan Register of Deeds to evidence the obligations and covenants contained herein, each of which shall, upon such recording run with the land and bind the Property and each successor of interest of BGR until this Agreement has been terminated or by written instrument signed by the City and BGR.

Section 14.03. Binding Effect. This Agreement shall bind the parties hereto and their respective successors and assigns.

Section 14.04. Rights and Remedies. Except to the extent expressly limited herein, both the City and BGR shall have the right to avail itself of any equitable or legal right or remedy to enforce the provisions hereof.

ARTICLE XV. MISCELLANEOUS

Section 15.01. Signs. BGR may erect signs on the Property prior to and during construction of the Project in conformity with the City Code of Ordinances, rules and regulations. At least one of the signs shall identify, as applicable, the City MEDC and LBRA as supporters of the Project.

Section 15.02. Construction Staging. The City and BGR shall cooperate with each other to assure that construction of the Project is carried out in a manner that minimizes the negative impact and convenience to the surrounding area. The City and BGR shall agree upon procedures governing staging, staging areas, pedestrian and vehicular traffic control, construction boundaries, worker parking and other matters related to the construction of the Project.

Section 15.03. Time of Essence. Time is of essence with respect to this Agreement and, therefore, all dates and terms shall be strictly adhered to unless waived in writing by the parties hereto.

Section 15.04. City Review and Approval. Whenever in this Agreement, the City or the City Manager are required to approve plans, specifications, drawings, reports or other documents (the "Documents"), such Documents shall be deemed to have been approved unless the City or City Manager shall object in writing to BGR within thirty (30) business days after receipt of such Documents.

Section 15.05. Extension of Time. In the event BGR requires an extension of time for any of the milestone events identified in the Project Schedule, because of an Uncontrollable Circumstance, BGR shall notify the City in writing indicating the reason(s) for such extension and the estimated number of days of the extension. If BGR requires an extension for other than Uncontrollable Circumstances, it shall request an extension in writing from the City. Such request shall indicate the reason(s) and the amount of additional time being requested. Any extension other than for Uncontrollable Circumstances shall be at the sole discretion of the City.

Section 15.06. Amendment. Except as otherwise may be expressly permitted in this Agreement, this Agreement and any of the exhibits attached hereto may not be amended except in writing by a document signed by both parties.

Section 15.07. No Other Agreements. Except as may otherwise be expressly provided in this Agreement, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and represents the full understanding of the parties with respect to such subject matter.

Section 15.08. Consent. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required herein, such consent or approval shall not be unreasonably withheld.

Section 15.09. Remedies Cumulative. The remedies of either the City or BGR hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of the other remedies of such party unless specifically so provided herein.

Section 15.10. Governing Law. This Agreement shall be construed in accordance with the laws of the State and any action brought in law or equity arising out of its construction or enforcement shall be filed in the Circuit Court for the 17th Judicial District of Michigan (Kent County Circuit Court) or in the United States District Court for the Western District of Michigan.

Section 15.11. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when in writing and dispatched by regular, registered or certified mail, postage prepaid or hand delivered, addressed or delivered as follows:

If to the City:

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

If to BGR

BGR Investments LLC
318 E Main Street
Lowell, MI 49331

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications may be sent.

Section 15.12. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be an original and both of which, when taken together, shall constitute a single agreement.

Section 15.13. Successors and Assigns. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assigns of the City and BGR.

Section 15.14. Severability. The invalidity or enforceability of any provision or part of any provision of this Agreement shall not affect the other provisions or parts hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted, provided, that removal of such provisions or parts does not materially change the terms and provisions of this Agreement and the intent of the parties hereto.

Section 15.15. Survival of Agreement. This Agreement shall not be merged into any instruments or documents executed and delivered at Closing, but shall survive the Closing and the representations, warranties, covenants and obligations herein shall remain in full force and effect.

Section 15.16. No Partnership or Joint Venture. The City and BGR are not partners, fiduciaries or joint ventures and nothing in this Agreement creates or will create the relation of partners, fiduciaries or joint ventures between them. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for its respective activities and expressly disclaims any fiduciary duty to the other.

Section 15.17. No Third Party Beneficiaries. The terms, conditions, obligations and benefits of this Agreement are intended solely for the parties hereto. No third party is an intended beneficiary of this Agreement nor is entitled to enforce the provisions hereof.

Section 15.18. Additional Documents. Each party hereto agrees to execute any additional documents reasonably requested by the other party to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the City and BGR have caused these presents to be signed by their respective duly authorized officer and member as of the date and year first written above.

CITY OF LOWELL

By: _____
Michael DeVore, Mayor

Attest: _____
Susan Ullery, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Michael DeVore and Susan Ullery, the Mayor and City Clerk, respectively of the City of Lowell, a Michigan municipal corporation.

Notary Public, Kent County, Michigan
My commission expires: _____
Acting in Kent County

BGR INVESTMENTS LLC

By: _____
Brent Slagell, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Brent Slagell a member of BGR Investments LLC, a Michigan limited liability company.

Notary Public, Kent County, Michigan
My commission expires: _____
Acting in Kent County

EXHIBIT A

Legal Description of Property

PART OF GOVT LOT NO.7 COM 235 FT NWLY FROM NLY LINE OF MAIN ST ON ELY LINE OF W WATER ST TH NWLY ON ELY LINE OF W WATER ST 101 FT TH NELY PERP TO ELY LINE OF W WATER ST TO RT BANK OF FLAT RIVER TH SELY ALONG SD RIVER BANK TO A LINE BEARING NELY PERP TO ELY LINE OF W WATER ST FROM BEG TH SWLY PERP TO W WATER ST TO BEG * SEC 2 T6N R9W 0.10 A.

EXHIBIT B

Quitclaim Deed

THE GRANTOR: CITY OF LOWELL, a Michigan municipal corporation

WHOSE ADDRESS IS: 301 E Main Street, Lowell MI 49331

GRANTS and CONVEYS

TO THE GRANTEE: BGR INVESTMENTS LLC, a Michigan limited liability company

WHOSE ADDRESS IS: 318 E Main Lowell MI 49331

the real estate situated in the City of Lowell, Kent County, Michigan, more fully described on **Exhibit A** attached to this Deed, together with all improvements, fixtures, easements, hereditaments and appurtenances associated with the real estate ("**Property**"), subject to (a) easements and restrictions of record; (b) taxes and assessments not yet due and payable; (c) any matters that would be disclosed by an accurate ALTA/ACSM Land Title Survey and (d) the Purchase and Development Agreement between the Grantor and Grantee dated as of _____, 2022.

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

[Signatures on Page 2]

Dated: _____, 2022

CITY OF LOWELL, a Michigan
municipal corporation

By: _____
Michael DeVore, Mayor

Attest: _____
Susan Ullery, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Michael DeVore and Susan Ullery, the Mayor and City Clerk, respectively of the City of Lowell, a Michigan municipal corporation.

Notary Public, Kent County, Michigan
My commission expires: _____
Acting in Kent County

Prepared by:
Jessica L. Wood, Esq.
Dickinson Wright PLLC
Suite 1000
200 Ottawa Avenue, N.W.
Grand Rapids, Michigan 49503

EXHIBIT A

Legal Description of Property

PART OF GOVT LOT NO.7 COM 235 FT NWLY FROM NLY LINE OF MAIN ST ON ELY LINE OF W WATER ST TH NWLY ON ELY LINE OF W WATER ST 101 FT TH NELY PERP TO ELY LINE OF W WATER ST TO RT BANK OF FLAT RIVER TH SELY ALONG SD RIVER BANK TO A LINE BEARING NELY PERP TO ELY LINE OF W WATER ST FROM BEG TH SWLY PERP TO W WATER ST TO BEG * SEC 2 T6N R9W 0.10 A.

EXHIBIT C

Project Schedule

<u>Milestone Event</u>	<u>Development Agreement Section Reference</u>	<u>Completion/Deadline Date</u>
BGR Acquires Property	4.01	_____, 2021
Completion and submission to City of Project Conceptual Plans	7.01	_____, 2022
Completion and submission to City of Project Final Plans	7.02	_____, 2022
BGR commences construction of Project	9.03	_____, 2022
BGR completes construction of Project	9.05	_____, 20__

EXHIBIT D
BGR Proposal

Memorandum



DATE: February 17, 2022

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

RE: Main Street Bridge Boxes

Recently, the Lowell Showboat Garden Club received a donation in the name of Donna Jean Ford to help with their efforts for beautifying downtown Lowell. The Garden Club would like to use these fund to place planter boxes on the bridge rail over the Flat River on Main St. MDOT has already been contacted and has provided approval.

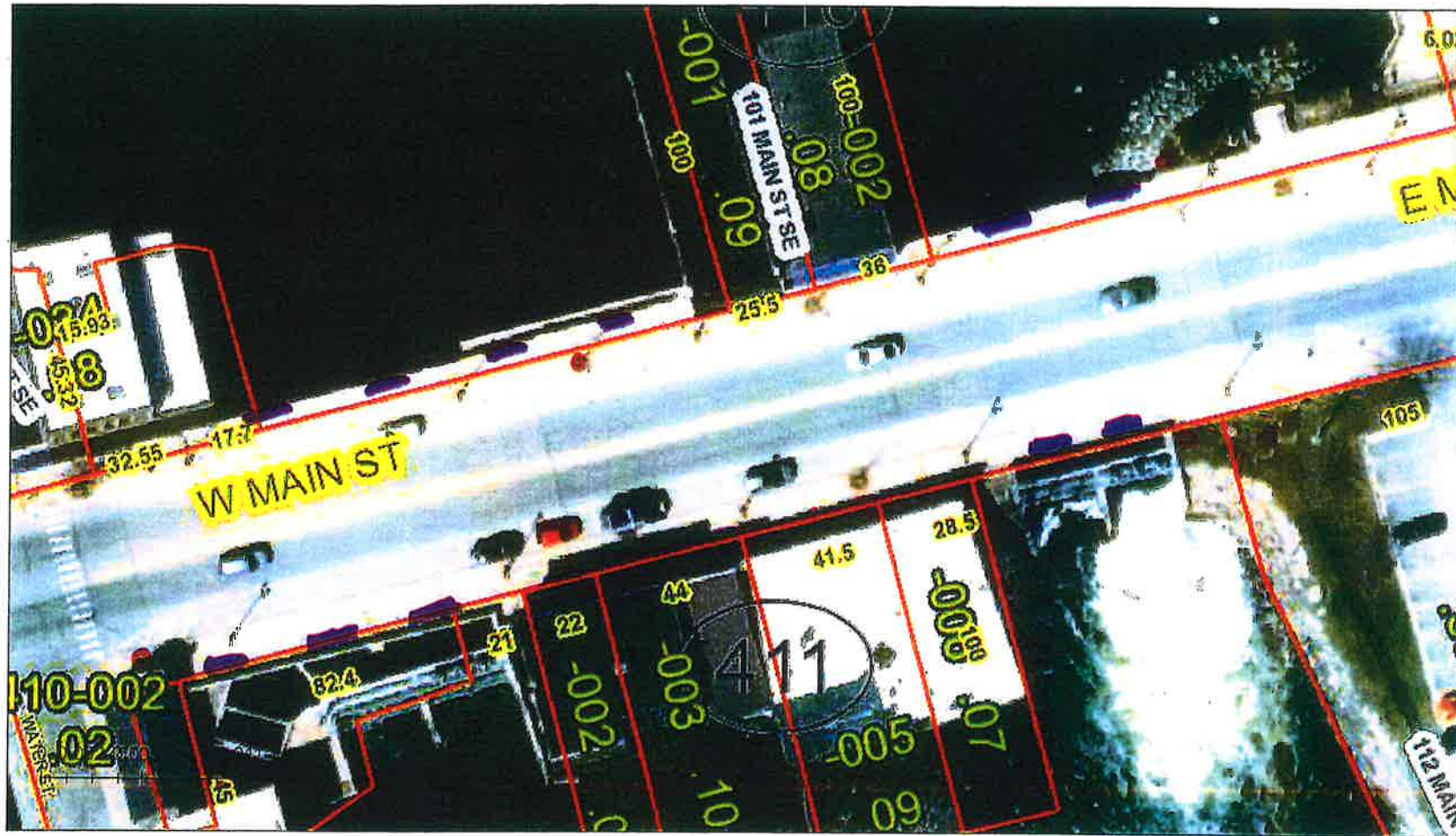
Attached is information for installation of 11 flower boxes along the bridge rail of the two Main St. bridges that cross the Flat River. The rail area along the east bridge would have two boxes on each side, while the west bridge rail would see four boxes along the north side and three boxes along the south side. The boxes would be installed evenly and symmetrically along each rail.

Several types of boxes were looked at that were made of materials such as plastic, wood, composite material, and metal. The group thought the metal boxes would be more durable, longer lasting, and looked better. Hanging brackets will need to be manufactured so they can securely wrap over the wide bridge railing. Mr. Joe Lynch was contacted from Lynch Metal Fabrication to build the boxes and hangers. He gave us a quote of \$560 per planter and \$103 per bracket (\$766 per planter/brackets), and he would help us install them. The total amount will be \$8,426.00.

Irrigation would be accomplished in two ways. For the east side we would be tapping into the existing irrigation found in the park areas next to the bridge. We would run a 1-inch irrigation pipe along the outside (river side) of the bridge rail, securing it in place. We can then run drip irrigation lines to the boxes by way of the openings along the bridge. For the west side boxes, we would tap into the existing irrigation for the trees and run lines, utilizing drip irrigation for the plants. At this time, I do not have a cost for running irrigation along the bridge rail.

It is my recommendation: **That the Lowell City Council approve the quote from Lynch Metal Fabrication, dated October 29, 2021, to purchase 11 bridge planter boxes and 22 bridge brackets, for a cost of \$8,426.00.**

MAIN STREET BRIDGES FOR BOXES



PROPOSED
= BRIDGE BOX
EXISTING
= IRRIGATION

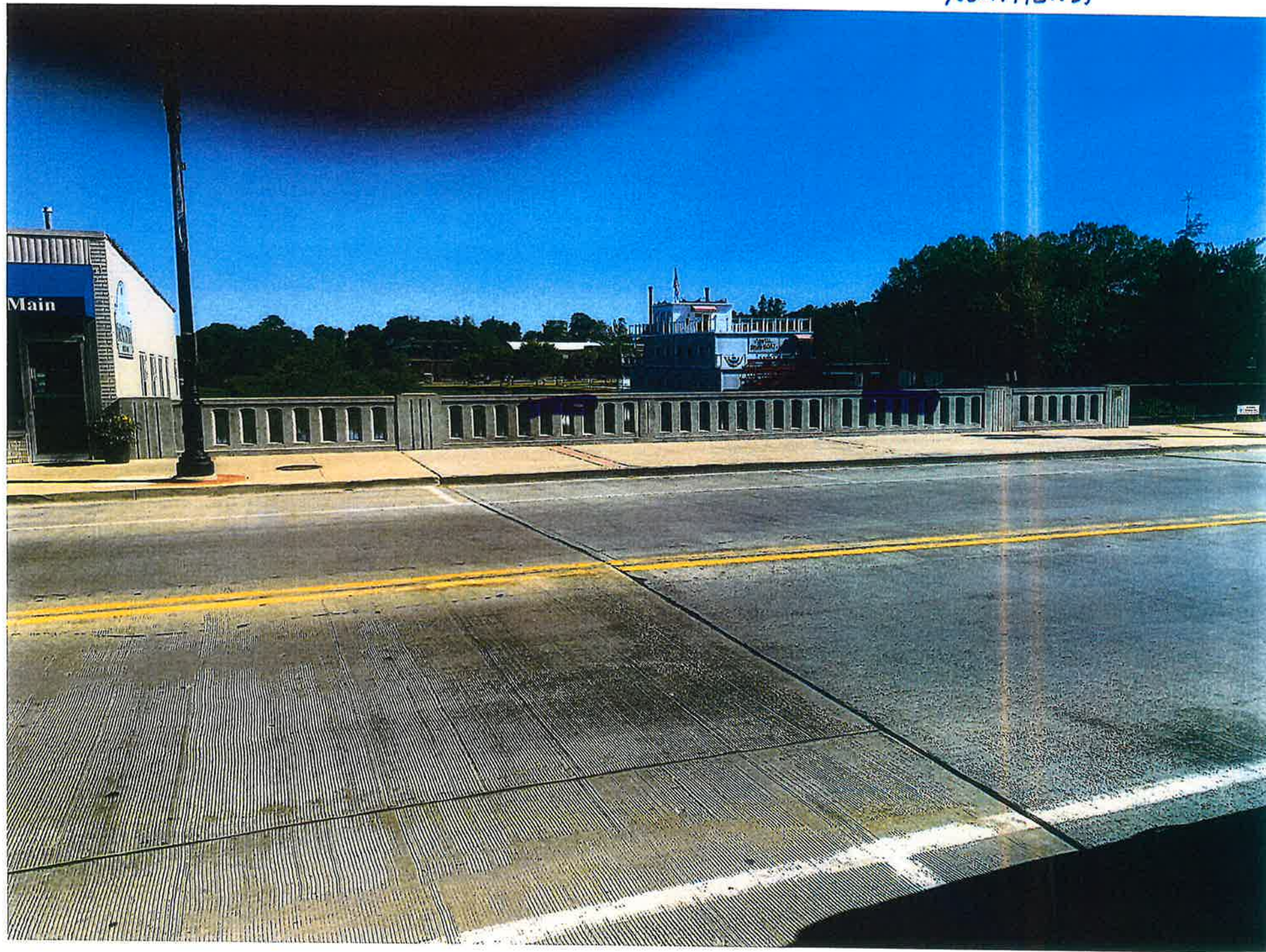


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Printed 10/20/2021 8:57:59 AM

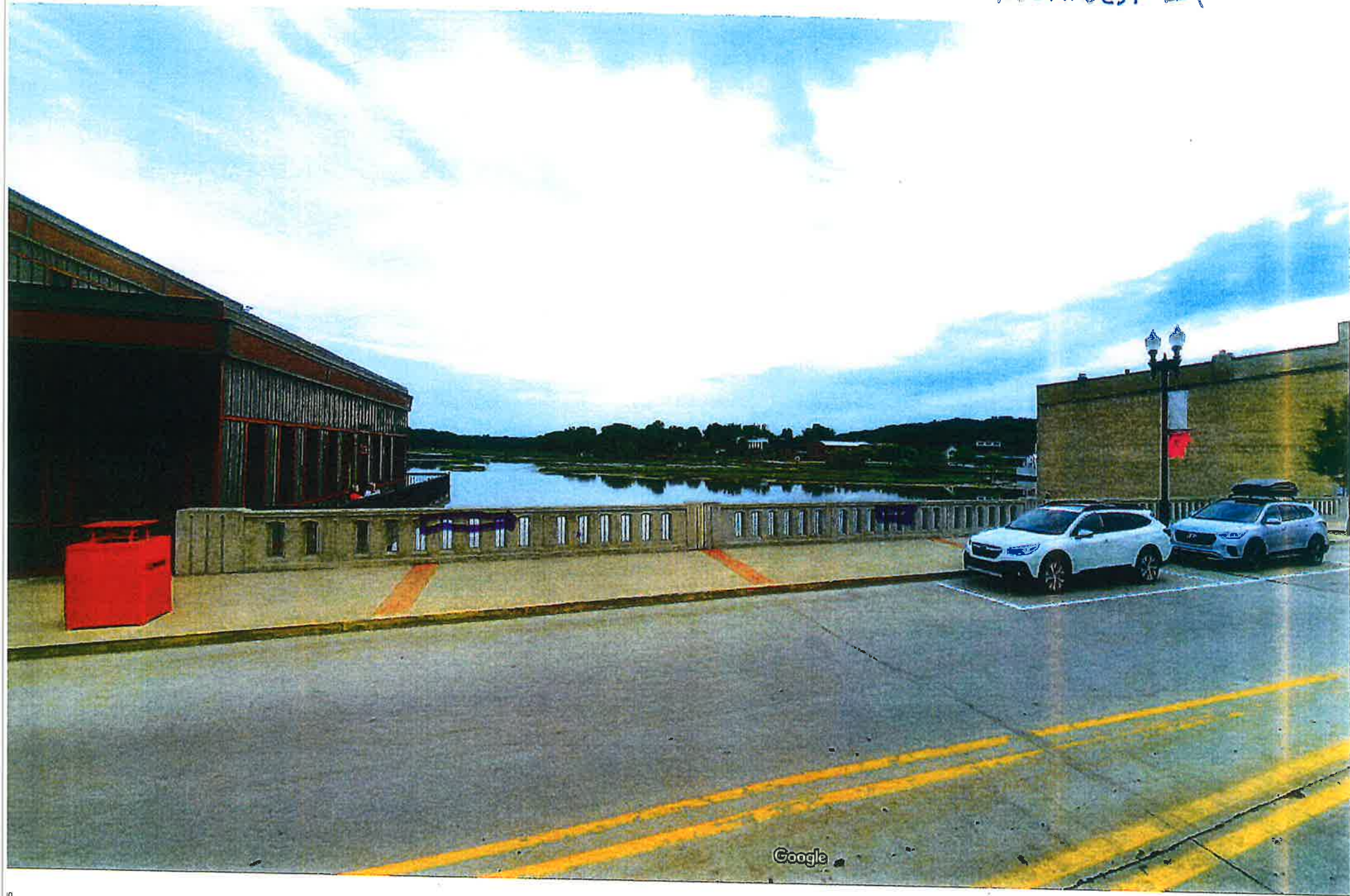
NORTHEAST



SOUTHEAST



NORTHWEST 221

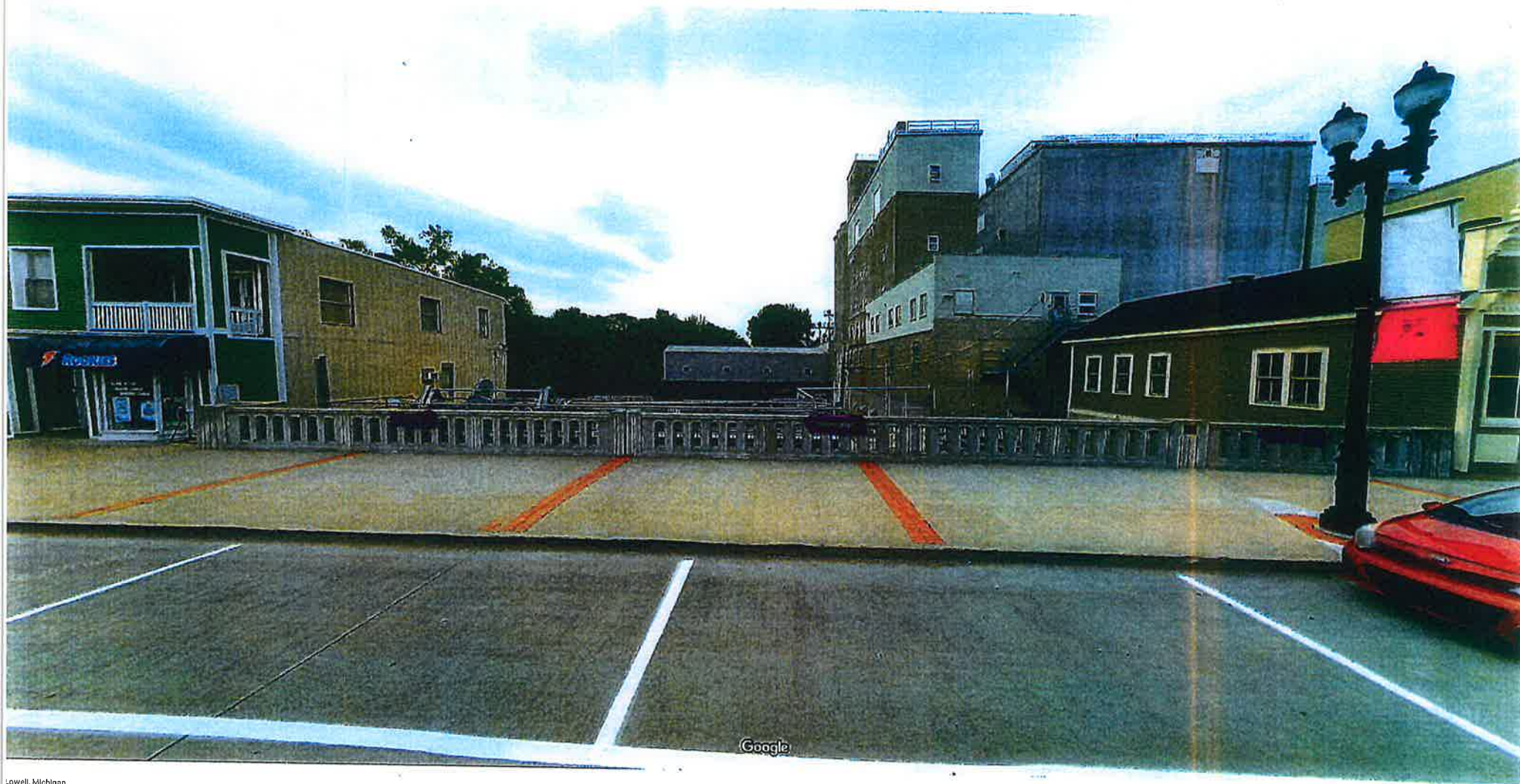


Google

NORTHWEST #2



SOUTHWEST



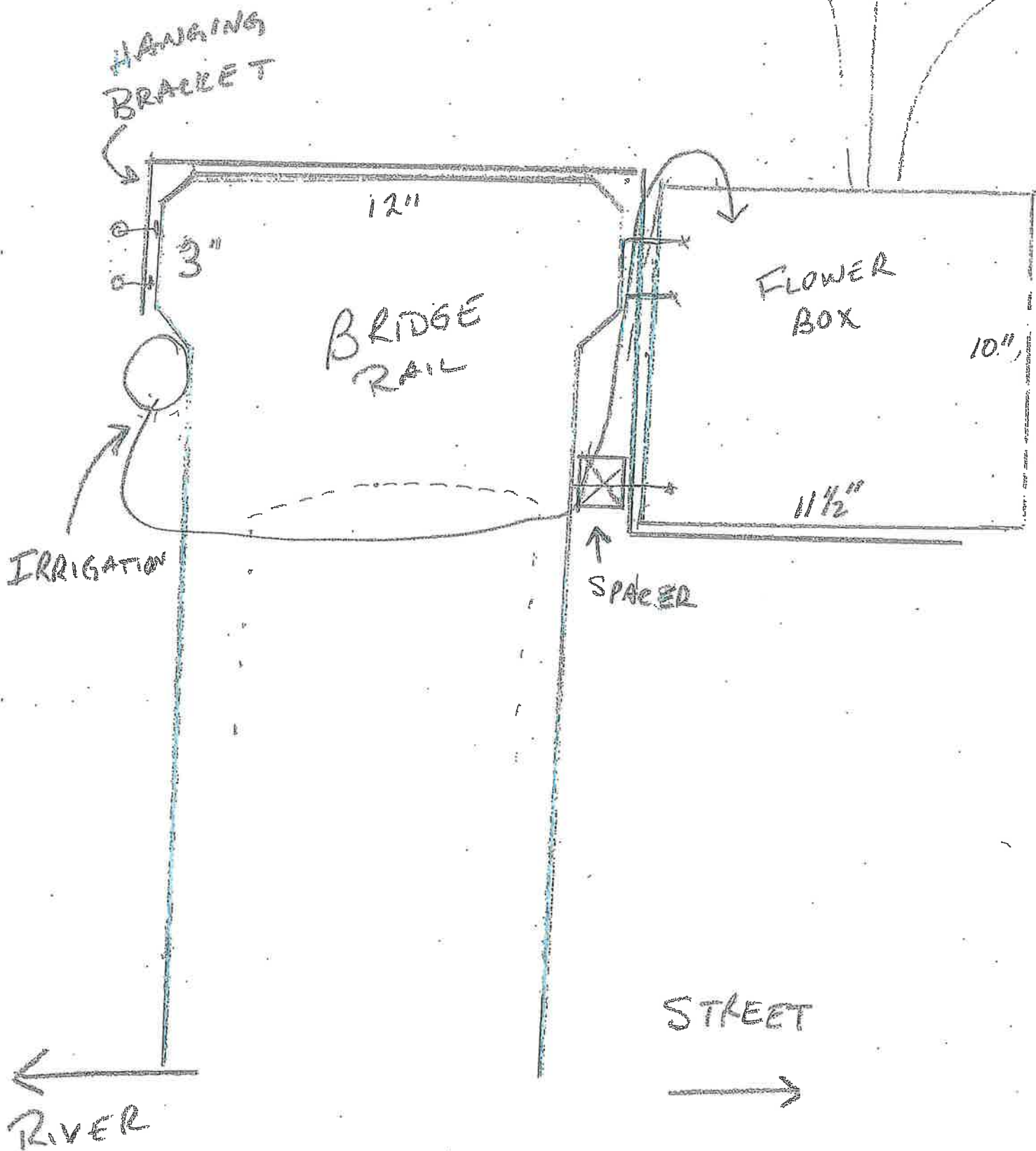
Lowell, Michigan

Google

Street View - Aug 2021

Image capture: Aug 2021 © 2021 Google



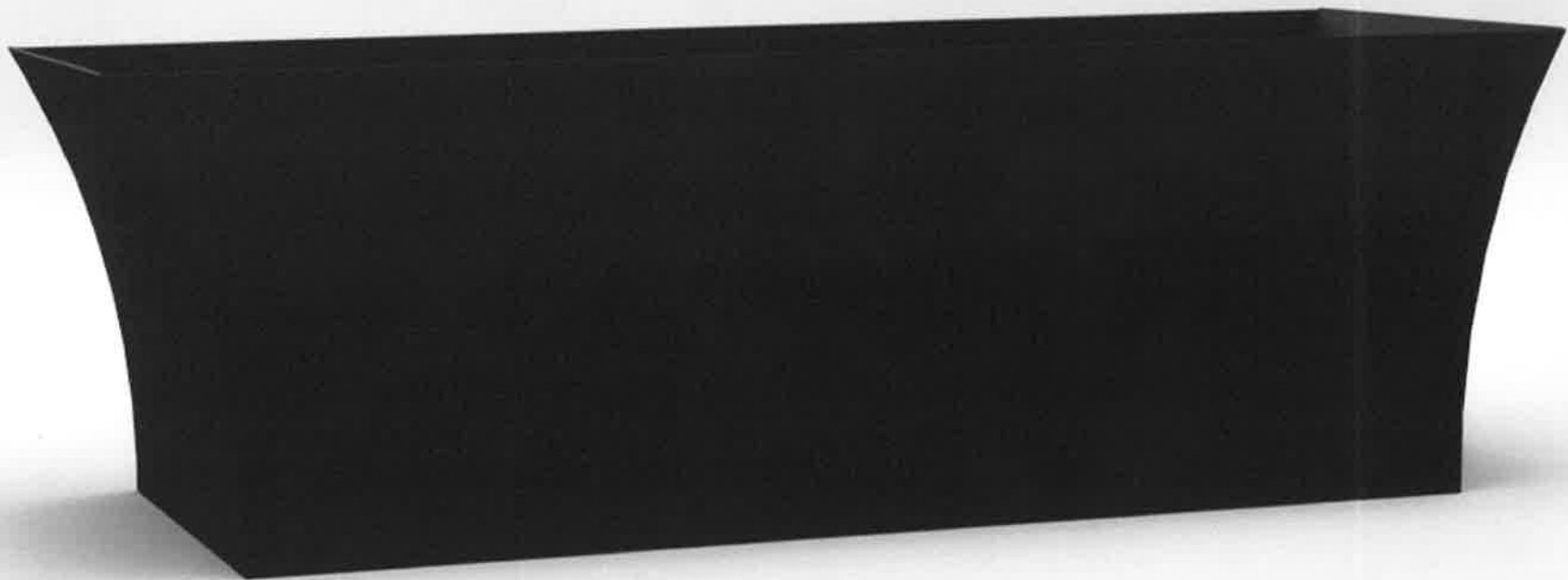


METAL PLANTER BOX
CONSTRUCTED BY
LYNCH METAL FABRICATION

APPROX. DIMENSIONS

48" L x 15" H x 12" D

COLOR: BLACK



Dan Czarnecki

From: Joe Lynch <jlynch@lynchsmetalfab.com>
Sent: Friday, October 29, 2021 9:29 AM
To: Dan Czarnecki; Amanda Lynch
Subject: Quote
Attachments: lowell small planter box no logo.tif; lowell planter with logo.tif

Good morning Dan,

I hope all is well. I have attached some renderings of the planter boxes. Please note, the picture is the large planter and the small planter. We did not do the logo on the small planter because one of the drawings of where they were going to be placed next to the Showboat, we felt that the Lowell logo would have been too busy if every planter next to the Showboat had the logo. We can always change that if you would like and have it added to the smaller planter. The large planter would be identical to the Bridge planters, just a scaled down version of the large planter.

Just like the renderings the planters will be black with the red logo.

Here is the pricing.

7 small planters \$485.00 each

11 bridge planters \$560.00 each

5 large planters \$785 each

22 bridge brackets \$103 each.

The bridge brackets will include all hardware and some sort of soft cushion so it won't wear on the planters and scuff the powder coat off.

Prices include Primer, powder coat, hardware and delivery.

Options are as follows.

Custom drainage hole \$35.00 each

Foot pad blocks \$60.00 per box

Dan if you have any questions or if we can help in any way, please ask.

Thank you for all of your support it is very much appreciated.

Have a great weekend!!

Joe Lynch

Owner

Lynch's Metal Fabrication



Email: jlynch@lynchsmetalfab.com

Website: lynchsmetalfab.com

Phone: 616-813-2071

Dan Czarnecki

From: Keen, Kerwin (MDOT) <KeenK2@michigan.gov>
Sent: Thursday, April 15, 2021 9:39 AM
To: Dan Czarnecki
Cc: Mike Burns
Subject: RE: M21 over the Flat River

Dan,
The bridge unit has given an approving nod to the concept with the caveat that the irrigation lines be attached to the railing rather than place irrigation lines in the sidewalk.
An individual permit would be required for the installation and an annual permit for their operation .

Thanks,
Kerwin

From: Dan Czarnecki <dczarnecki@ci.lowell.mi.us>
Sent: Monday, April 12, 2021 9:43 AM
To: Keen, Kerwin (MDOT) <KeenK2@michigan.gov>
Cc: Michael Burns <mburns@ci.lowell.mi.us>
Subject: M21 over the Flat River

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Good Morning Kerwin,

Here in Lowell we are reviewing options for ways to make our downtown street area look a little warmer and more inviting. One option that has come up is to add flower boxes to the rail of the bridges. We did this in Fenton on the bridge over the Shiawassee River and many people liked it. Attached are pictures showing these boxes in Fenton. The boxes clamp on and secure to the top of the rail. Irrigation from the street flower beds was added to the back side of the rail, out of sight. Lots of work to keep the irrigation working and the flowers fertilized and maintained help to make them look good.

Is this something the City of Lowell could be allowed to do? Since there are two bridges we would most likely place 8 boxes (two on each side of each bridge) for symmetry. The City would install and maintain them. We already have water available nearby that we would plumb to these boxes. We would need to cut the sidewalk and install it beneath the concrete, probable place some decorative bricks in the trench cut.

At the moment I do not have any plans. Before I go further I wanted to find out if you and MDOT would be okay to allow us to put this on your bridge.

Let me know your thoughts please.

Dan

Daniel Czarnecki
Public Works Director
City of Lowell

City of Lowell Planning Commission 2021 Annual Report

This 2021 City of Lowell Planning Commission Annual Report is submitted to the Lowell City Council in accordance with the Michigan Planning Enabling Act. The City of Lowell Planning Commission met a total of 12 times during 2021. These meetings consisted of 11 regular meetings and one special meeting. There were no joint meetings held with Lowell Charter Township and Vergennes Township.

Commissioner attendance presented a quorum during each regular meeting and public hearings were held in accordance with zoning ordinance requirements when applicable. The activities of the City of Lowell Planning Commission in 2021 are summarized below.

- January 225/221 S. Washington – Site Plan Review included initial discussion of using the property as a small engine repair and towing facility. Recommendation to City Council to keep zoned Light Industrial with text amendment. Approved Site Plan and Special land use approved with conditions and amendment approval from City Council
- A Site Plan Review was submitted by the following applicants and approved with conditions:
 1. 413 E. Main Street – Dollar General
 2. 1279 W. Main Street – Jimmy Johns Restaurant
 3. 211 S. Washington Vehicle Towing and Repair Service
 4. 1250 W. Main St – Joyology
 5. 2040 W. Main St – B&D Asset Recovery
 6. 1279 W. Main St. – Culver's
- Special Land Use was approved by the following applicants with conditions
 1. 746 and 728 W. Main St – Betten Baker
 2. 126 S. West - Iconic Wellness & Provisioning Center
 3. 2384 W. Main - Exclusive Brands LLC
 4. 1250 W. Main St – Joyology
 5. 2335 W. Main – FSM Property Ventures LLC
- Approved recommendation to City Council of Amendment to Sections 17.04 FF (5)(b) of the City's Zoning Ordinance – Ordinance 21-04
- Discussion on aquatic area and how to get it cleaned up. City Manager Burns stated EGLE would be in charge of the water ways.
- Site Plan Amendment was approved for 400 W. Main St. – New Union Brewery
- Discussion took place regarding the Riverwalk Festival and graffiti cleanup at Creekside Park.
- Discussion on getting boat docks installed on the river, would need EGLE approval
- 805 E. Main St - Hive Wellness LLC was denied for the site plan review portion of the application as the site plan review fails standards outlined in Section 1806, specifically standards A, B, C, D, and F with staff comments.

Respectfully submitted,

Michael Gadula, Member
City of Lowell Planning Commission

LowellArts and Artists Creating Together

DRAFT of Planning

Lorain Smalligan
Executive Director
616-897-8545 x10
lorain@lowellartsmi.org

*We connect artists and
audiences through the
visual and performing arts*

Date: Wednesday, May 18th

Location: LowellArts

The Plan:

Offer 3 field trips for Lowell Public School's Special Education or Inclusion classrooms to visit LowellArts. The students will explore the fiber art exhibit and participate in fiber art inspired visual art activities outdoors in/around the Creative Cube and indoors within the LowellArts studio. They will also explore music and rhythms within the exhibit space.

Students: 60 students minimum-90 students maximum (3 groups of 20-30 students)

Time: 1.5 hours per field trip

Tentative Schedule for the Day of/Day before:

Creative Cube Drop off:

night before after ____ pm

or

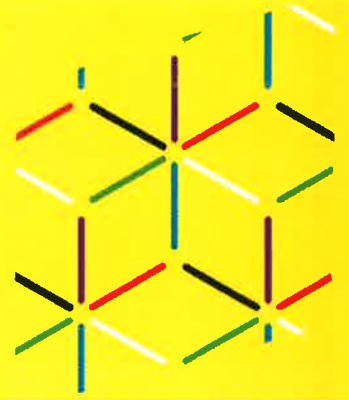
morning of at 7:00 am (1 ACT staff person there to meet it)

Staff arrival:	7:00 am
Set up:	7:30-8:30 am
Field Trip 1:	9-10:30 am
Field Trip 2:	11-12:30 pm
Field Trip 3:	1-2:30 pm
Lunch Break/Clean up:	2:30-3:15 pm
Drive time and unpack at ACT:	3:15-5:00 pm
Creative Cube Pick-Up:	between 4-7:00 pm

Field Trip Tentative Agenda:

Welcome/Ice Breaker:	10 min
Introduce the Fiber Exhibit/Split into 3 groups:	10 min
Rotation 1: Drums w/in the exhibit space	20 min
Rotation 2: Water-Color inspired by Fiber Art in LowellArts Studio	20 min
Rotation 3: Fiber Arts at the Creative Cube	20 min
Full Group Closure:	10 min

ABOUT THE CREATIVE CUBE



The Creative Cube is a mobile art experience that delivers an accessible, creative space for individuals of all abilities in the West Michigan community.

The Creative Cube is a project of Grand Rapids nonprofit, Artists Creating Together (ACT). ACT's mission is to empower individuals with disabilities to learn, grow, and celebrate through the arts. We have been part of the West Michigan community since 1986.

OUR CORE VALUES

Every person is valuable and deserves to be understood.

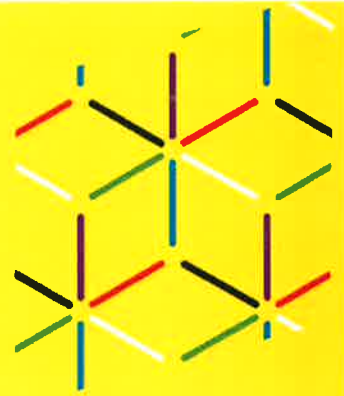
We recognize the potential of every child, youth, and adult--and that disabilities are not a barrier to success.

Together, we can empower people of all abilities to be active, positive, and contributing members of our community.

The arts are a fundamental tool in helping all people to reach their potential.

For more information, visit
artistscreatingtogether.org or email us at
coordinator@artistscreatingtogether.org

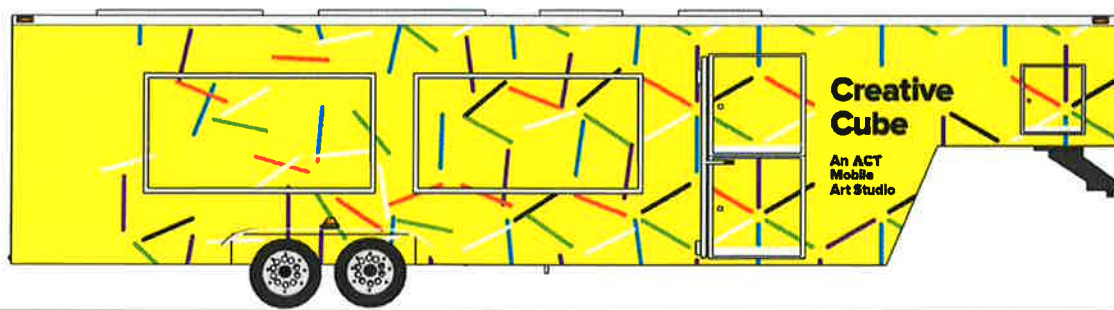
A VISIT FROM THE CREATIVE CUBE

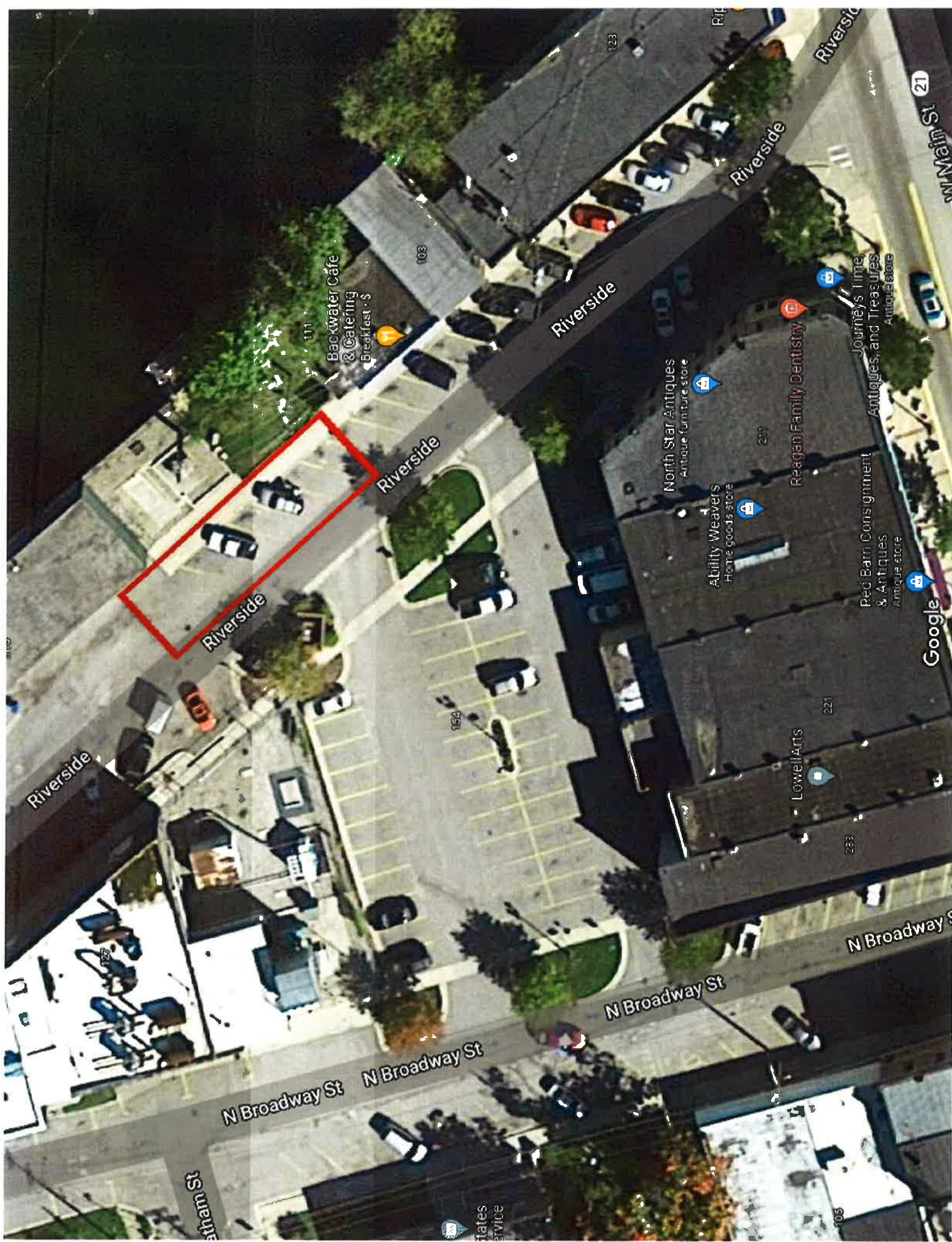


The Creative Cube is a 40-foot long re-imagined race trailer that brings art and creativity with it wherever it goes.

Features of the Creative Cube include:

- Performance stage
- Sound system
- Expanding mobile art work spaces
- Accessible, wheelchair- and adaptive equipment-friendly ramp
- Accessible sink
- Concession-style windows
- Awnings on all sides
- Solar Powered Battery & Lights
- Built-in counters & cabinets full of art supplies
- On-site ACT Community Arts Coordinator event support





Backwater Cafe
& Catering
Breakfast • \$

Riverside

Riverside

North Star Antiques
Antique furniture store

Ability Weavers
Home goods store

Reagan Family Dentistry

Journey's Time
Antiques, and Treasures
Antique store

Red Barn Consignment
& Antiques
Antique store

Lowell Arts

N Broadway St

N Broadway St

Google



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: February 18, 2022
TO: Mayor Mike DeVore and Lowell City Council
FROM: Michael T. Burns, City Manager *MB*
RE: Additional Social District Enterprises

With some new restaurants obtaining liquor licenses coming into the downtown in the next few months, the City has received requests from these new entities regarding being added to the Social District. We have received three request and they all fall within the boundaries of the Showboat Social District. They are as follows:

Ripple Restaurant Group
123 W. Main
Lowell MI 49331

BSJ Group LLC (Junction)
301 W. Main
Lowell MI, 49331

Rio Plano Taquiera
101 W. Main
Lowell MI, 49331

In order for these entities to receive Social District endorsements on their liquor licenses, they must fall within the district boundaries and be approved via City Council Resolution. Attached are Resolutions 06-22 for Ripple, Resolution 07-22 for Rio Plano Taquiera and Resolution 08-22 for Junction.

I recommend approval for Resolutions 06-22. 07-22 and 08-22 as presented.

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

RESOLUTION NO. 06-22

**A RESOLUTION APPROVING AND RECOMMENDING
MICHIGAN LIQUOR CONTROL COMMISSION
CONSIDERATION AND APPROVAL OF CERTAIN
LICENSEES FOR SOCIAL DISTRICT PERMITS
PURSUANT TO PUBLIC ACT 24 OF 2020**

Councilmember _____, supported by Councilmember _____,
moved the adoption of the following resolution:

WHEREAS, the Michigan Liquor Control Code was recently amended by 2020 PA 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees that obtain a social district permit from the Michigan Liquor Control Commission (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, the City Council designated a social district that contains a commons area, and shall define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City Council found that designating a social district and commons area pursuant to the Act is in the best interests of the citizens of the City of Lowell; and

WHEREAS, the City Council must approve licensee applications for social district permits prior to such applications being sent to the MLCC for consideration and issuance; and

WHEREAS, Ripple Restaurant Group, LLC, d/b/a Ripple (the "Licensee"), located at 123 W. Main Street, Lowell, Michigan, 49331, is contiguous to the designated commons area and is otherwise eligible for consideration for a social district permit.

NOW, THEREFORE, RESOLVED THAT:

1. The City Council hereby finds that any application for social district permits from the Licensee is recommended by this body for approval by the MLCC.
2. The licensed premises of the aforementioned Licensee is contiguous to the commons area as designated by this City Council pursuant to MCL 436.1551.
3. All resolutions and parts of resolutions in conflict herewith are rescinded.

YEAS: Councilmembers _____

NAY: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED

Dated: February 22, 2022

Susan Ullery
City Clerk

CERTIFICATION

I, the undersigned duly qualified and acting Clerk of the City of Lowell (the "City"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City at a regular meeting held on February 22, 2022, and that public notice of said meeting was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended, and applicable Executive Orders of the Governor of the State of Michigan.

Dated: _____, 2022

Susan Ullery
City Clerk

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

RESOLUTION NO. 07-22

**A RESOLUTION APPROVING AND RECOMMENDING
MICHIGAN LIQUOR CONTROL COMMISSION
CONSIDERATION AND APPROVAL OF CERTAIN
LICENSEES FOR SOCIAL DISTRICT PERMITS
PURSUANT TO PUBLIC ACT 24 OF 2020**

Councilmember _____, supported by Councilmember _____,
moved the adoption of the following resolution:

WHEREAS, the Michigan Liquor Control Code was recently amended by 2020 PA 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees that obtain a social district permit from the Michigan Liquor Control Commission (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, the City Council designated a social district that contains a commons area, and shall define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City Council found that designating a social district and commons area pursuant to the Act is in the best interests of the citizens of the City of Lowell; and

WHEREAS, the City Council must approve licensee applications for social district permits prior to such applications being sent to the MLCC for consideration and issuance; and

WHEREAS, Rio Plano Taquiera, LLC, d/b/a Rio Plano Taquiera (the "Licensee"), located at 101 W. Main Street, Lowell, Michigan, 49331, is contiguous to the designated commons area and is otherwise eligible for consideration for a social district permit.

NOW, THEREFORE, RESOLVED THAT:

1. The City Council hereby finds that any application for social district permits from the Licensee is recommended by this body for approval by the MLCC.
2. The licensed premises of the aforementioned Licensee is contiguous to the commons area as designated by this City Council pursuant to MCL 436.1551.
3. All resolutions and parts of resolutions in conflict herewith are rescinded.

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Dated: _____, 2022

Susan Ullery
City Clerk

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

RESOLUTION NO. 08-22

**A RESOLUTION APPROVING AND RECOMMENDING
MICHIGAN LIQUOR CONTROL COMMISSION
CONSIDERATION AND APPROVAL OF CERTAIN
LICENSEES FOR SOCIAL DISTRICT PERMITS
PURSUANT TO PUBLIC ACT 24 OF 2020**

Councilmember _____, supported by Councilmember _____,
moved the adoption of the following resolution:

WHEREAS, the Michigan Liquor Control Code was recently amended by 2020 PA 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees that obtain a social district permit from the Michigan Liquor Control Commission (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, the City Council designated a social district that contains a commons area, and shall define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City Council found that designating a social district and commons area pursuant to the Act is in the best interests of the citizens of the City of Lowell; and

WHEREAS, the City Council must approve licensee applications for social district permits prior to such applications being sent to the MLCC for consideration and issuance; and

WHEREAS, BSJ Group LLC, d/b/a Junction Bar and Grill (the "Licensee"), located at 301 W. Main Street, Lowell, Michigan, 49331, is contiguous to the designated commons area and is otherwise eligible for consideration for a social district permit.

NOW, THEREFORE, RESOLVED THAT:

1. The City Council hereby finds that any application for social district permits from the Licensee is recommended by this body for approval by the MLCC.
2. The licensed premises of the aforementioned Licensee is contiguous to the commons area as designated by this City Council pursuant to MCL 436.1551.
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Dated: _____, 2022

Susan Ullery
City Clerk

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAXES	TAXES	2,206,594.96	1,928,318.19	46,174.58	278,276.77	87.39
STATE	STATE GRANTS	633,516.00	162,195.47	0.00	471,320.53	25.60
LICPER	LICENSES AND PERMITS	102,918.00	62,205.78	100.00	40,712.22	60.44
CHARGES	CHARGES FOR SERVICES	357,083.00	25,655.30	1,992.75	331,427.70	7.18
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	11,150.00	29,856.60	10,230.17	(18,706.60)	267.77
INT	INTEREST AND RENTS	15,000.00	0.00	0.00	15,000.00	0.00
TRANSIN	TRANSFERS IN	312,632.00	0.00	0.00	312,632.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	12,108.00	6,555.76	0.00	5,552.24	54.14
FINES	FINES AND FORFEITURES	4,200.00	4,219.00	467.50	(19.00)	100.45
TOTAL REVENUES		3,655,201.96	2,219,006.10	58,965.00	1,436,195.86	60.71
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
101	COUNCIL	20,752.00	17,917.63	133.59	2,834.37	86.34
172	MANAGER	168,825.74	126,885.16	44,199.23	41,940.58	75.16
191	ELECTIONS	5,701.00	4,420.96	0.00	1,280.04	77.55
209	ASSESSOR	59,620.00	29,102.98	3,752.41	30,517.02	48.81
210	ATTORNEY	75,000.00	39,904.50	7,146.25	35,095.50	53.21
215	CLERK	152,085.98	90,351.68	21,188.62	61,734.30	59.41
253	TREASURER	276,626.18	188,537.06	84,726.62	88,089.12	68.16
265	CITY HALL	138,053.89	96,039.59	17,478.58	42,014.30	69.57
276	CEMETERY	123,448.09	85,952.65	4,301.86	37,495.44	69.63
294	UNALLOCATED MISCELLANEOUS	12,000.00	65,960.00	(66,102.12)	(53,960.00)	549.67
301	POLICE DEPARTMENT	1,000,392.33	574,200.52	108,620.61	426,191.81	57.40
305	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00
336	FIRE	129,000.00	105,403.23	36,332.95	23,596.77	81.71
371	BUILDING INSPECTION DEPARTMENT	0.00	0.00	0.00	0.00	0.00
400	PLANNING & ZONING	51,873.07	39,917.34	7,140.26	11,955.73	76.95
426	EMERGENCY MANAGEMENT	0.00	0.00	0.00	0.00	0.00
441	DEPARTMENT OF PUBLIC WORKS	317,639.01	132,641.75	26,587.76	184,997.26	41.76
442	SIDEWALK	4,152.16	1,499.06	566.27	2,653.10	36.10
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
523	TRASH	0.00	0.00	0.00	0.00	0.00
651	AMBULANCE	0.00	0.00	0.00	0.00	0.00
672	SENIOR CITIZEN CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
728	ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00
747	CHAMBER/RIVERWALK	5,500.00	2,877.52	198.44	2,622.48	52.32
751	PARKS	230,008.10	161,953.46	12,097.37	68,054.64	70.41
757	SHOWBOAT	10,615.00	0.00	0.00	10,615.00	0.00
758	DOG PARK	0.00	0.00	0.00	0.00	0.00
774	RECREATION CONTRIBUTIONS	5,000.00	5,000.00	0.00	0.00	100.00
790	LIBRARY	82,886.10	54,050.29	9,811.97	28,835.81	65.21
803	HISTORICAL DISTRICT COMMISSION	0.00	0.00	0.00	0.00	0.00
804	MUSEUM	52,699.69	35,219.95	3,957.48	17,479.74	66.83
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	737,632.00	25,000.00	0.00	712,632.00	3.39
TOTAL EXPENDITURES		3,659,510.34	1,882,835.33	322,138.15	1,776,675.01	51.45
TOTAL REVENUES						
TOTAL REVENUES		3,655,201.96	2,219,006.10	58,965.00	1,436,195.86	60.71
TOTAL EXPENDITURES		3,659,510.34	1,882,835.33	322,138.15	1,776,675.01	51.45
NET OF REVENUES & EXPENDITURES		(4,308.38)	336,170.77	(263,173.15)	(340,479.15)	7,802.72

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	01/31/2022	MONTH 01/31/2022		
					BALANCE	USED

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	63,333.33	0.00	0.00	63,333.33	0.00
OTHER	OTHER REVENUE	355,325.00	159,833.36	30,617.32	195,491.64	44.98
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		418,658.33	159,833.36	30,617.32	258,824.97	38.18
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	7,500.00	20,745.79	1,818.00	(13,245.79)	276.61
463	MAINTENANCE	41,440.22	19,544.92	5,973.04	21,895.30	47.16
474	TRAFFIC	12,471.85	4,356.42	168.40	8,115.43	34.93
478	WINTER MAINTENANCE	61,714.19	33,980.17	17,191.13	27,734.02	55.06
483	ADMINISTRATION	17,444.00	2,897.00	2,244.00	14,547.00	16.61
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	341,662.50	0.00	0.00	341,662.50	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		482,232.76	81,524.30	27,394.57	400,708.46	16.91
TOTAL REVENUES		418,658.33	159,833.36	30,617.32	258,824.97	38.18
TOTAL EXPENDITURES		482,232.76	81,524.30	27,394.57	400,708.46	16.91
NET OF REVENUES & EXPENDITURES		(63,574.43)	78,309.06	3,222.75	(141,883.49)	123.18

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
STATE	STATE GRANTS	250,000.00	0.00	0.00	250,000.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	137,721.00	59,743.58	10,799.69	77,977.42	43.38
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	611,662.50	0.00	0.00	611,662.50	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		999,383.50	59,743.58	10,799.69	939,639.92	5.98
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	1,043,333.33	354,615.13	0.00	688,718.20	33.99
463	MAINTENANCE	91,963.79	47,298.03	6,534.83	44,665.76	51.43
474	TRAFFIC	13,071.34	5,641.42	570.43	7,429.92	43.16
478	WINTER MAINTENANCE	86,160.61	36,766.29	16,256.47	49,394.32	42.67
483	ADMINISTRATION	20,162.00	3,612.50	3,162.00	16,549.50	17.92
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,254,691.07	447,933.37	26,523.73	806,757.70	35.70
TOTAL REVENUES		999,383.50	59,743.58	10,799.69	939,639.92	5.98
TOTAL EXPENDITURES		1,254,691.07	447,933.37	26,523.73	806,757.70	35.70
NET OF REVENUES & EXPENDITURES		(255,307.57)	(388,189.79)	(15,724.04)	132,882.22	152.05

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
OTHER	OTHER REVENUE	25,000.00	0.00	0.00	25,000.00	0.00
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		25,000.00	0.00	0.00	25,000.00	0.00
Expenditures						
000		25,000.00	18,709.00	5,531.00	6,291.00	74.84
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		25,000.00	18,709.00	5,531.00	6,291.00	74.84
TOTAL REVENUES		25,000.00	0.00	0.00	25,000.00	0.00
TOTAL EXPENDITURES		25,000.00	18,709.00	5,531.00	6,291.00	74.84
NET OF REVENUES & EXPENDITURES		0.00	(18,709.00)	(5,531.00)	18,709.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
TAXES	TAXES	755,000.00	682,045.45	46,800.00	72,954.55	90.34
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	2,500.00	0.00	0.00	2,500.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		757,500.00	682,045.45	46,800.00	75,454.55	90.04
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	270,000.00	151,290.19	4,825.00	118,709.81	56.03
463	MAINTENANCE	164,738.25	64,846.25	10,499.44	99,892.00	39.36
483	ADMINISTRATION	65,130.34	29,244.81	3,056.28	35,885.53	44.90
740	COMMUNITY PROMOTIONS	65,000.00	13,582.00	1,750.00	51,418.00	20.90
906	DEBT SERVICE	34,263.28	34,752.54	0.00	(489.26)	101.43
965	TRANSFERS OUT	496,632.00	0.00	0.00	496,632.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,095,763.87	293,715.79	20,130.72	802,048.08	26.80
TOTAL REVENUES		757,500.00	682,045.45	46,800.00	75,454.55	90.04
TOTAL EXPENDITURES		1,095,763.87	293,715.79	20,130.72	802,048.08	26.80
NET OF REVENUES & EXPENDITURES		(338,263.87)	388,329.66	26,669.28	(726,593.53)	114.80

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 249 - BUILDING INSPECTION FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	75,000.00	78,956.00	4,005.00	(3,956.00)	105.27
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		75,000.00	78,956.00	4,005.00	(3,956.00)	105.27
Expenditures						
371	BUILDING INSPECTION DEPARTMENT	65,000.00	69,105.60	3,604.50	(4,105.60)	106.32
TOTAL EXPENDITURES		65,000.00	69,105.60	3,604.50	(4,105.60)	106.32
TOTAL REVENUES		75,000.00	78,956.00	4,005.00	(3,956.00)	105.27
TOTAL EXPENDITURES		65,000.00	69,105.60	3,604.50	(4,105.60)	106.32
NET OF REVENUES & EXPENDITURES		10,000.00	9,850.40	400.50	149.60	98.50

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
STATE	STATE GRANTS	0.00	218,286.50	0.00	(218,286.50)	100.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	150,000.00	116,497.46	100.00	33,502.54	77.66
INT	INTEREST AND RENTS	1,000.00	1,400.00	0.00	(400.00)	140.00
TRANSIN	TRANSFERS IN	0.00	(7,480.67)	0.00	7,480.67	100.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
UNCLASSIFIED	Unclassified	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		151,000.00	328,703.29	100.00	(177,703.29)	217.68
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
265	CITY HALL	0.00	0.00	0.00	0.00	0.00
276	CEMETERY	0.00	0.00	0.00	0.00	0.00
301	POLICE DEPARTMENT	0.00	7,500.00	0.00	(7,500.00)	100.00
442	SIDEWALK	0.00	0.00	0.00	0.00	0.00
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
474	TRAFFIC	0.00	0.00	0.00	0.00	0.00
747	DOG PARK	0.00	76,566.60	0.00	(76,566.60)	100.00
751	PARKS	150,000.00	139,894.90	615.00	10,105.10	93.26
758	DOG PARK	1,000.00	1,693.91	0.00	(693.91)	169.39
759	COMMUNITY GARDEN	0.00	0.00	0.00	0.00	0.00
774	RECREATION CONTRIBUTIONS	0.00	1,000.00	0.00	(1,000.00)	100.00
790	LIBRARY	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		151,000.00	226,655.41	615.00	(75,655.41)	150.10
TOTAL REVENUES		151,000.00	328,703.29	100.00	(177,703.29)	217.68
TOTAL EXPENDITURES		151,000.00	226,655.41	615.00	(75,655.41)	150.10
NET OF REVENUES & EXPENDITURES		0.00	102,047.88	(515.00)	(102,047.88)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 351 - GENERAL DEBT SERVICE (NON-VOTED BONDS)						
Revenues						
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	312,632.00	0.00	0.00	312,632.00	0.00
TOTAL REVENUES		312,632.00	0.00	0.00	312,632.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
906	DEBT SERVICE	312,632.00	51,936.26	0.00	260,695.74	16.61
TOTAL EXPENDITURES		312,632.00	51,936.26	0.00	260,695.74	16.61
TOTAL REVENUES		312,632.00	0.00	0.00	312,632.00	0.00
TOTAL EXPENDITURES		312,632.00	51,936.26	0.00	260,695.74	16.61
NET OF REVENUES & EXPENDITURES		0.00	(51,936.26)	0.00	51,936.26	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	24,936.00	18,702.27	1,049.25	6,233.73	75.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	52,100.00	32,842.00	15,892.00	19,258.00	63.04
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		77,036.00	51,544.27	16,941.25	25,491.73	66.91
Expenditures						
000		78,000.00	45,596.88	5,720.32	32,403.12	58.46
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		78,000.00	45,596.88	5,720.32	32,403.12	58.46
TOTAL REVENUES		77,036.00	51,544.27	16,941.25	25,491.73	66.91
TOTAL EXPENDITURES		78,000.00	45,596.88	5,720.32	32,403.12	58.46
NET OF REVENUES & EXPENDITURES		(964.00)	5,947.39	11,220.93	(6,911.39)	616.95

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
STATE	STATE GRANTS	131,000.00	0.00	0.00	131,000.00	0.00
CHARGES	CHARGES FOR SERVICES	1,101,418.07	610,464.99	86,076.46	490,953.08	55.43
FED	FEDERAL GRANTS	63,333.00	0.00	0.00	63,333.00	0.00
OTHER	OTHER REVENUE	100.00	1,489.32	0.00	(1,389.32)	1,489.32
INT	INTEREST AND RENTS	7,000.00	0.00	0.00	7,000.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
UNCLASSIFIED	Unclassified	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,302,851.07	611,954.31	86,076.46	690,896.76	46.97
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
550	TREATMENT	599,665.00	242,334.66	21,935.26	357,330.34	40.41
551	COLLECTION	432,592.18	126,855.44	16,676.56	305,736.74	29.32
552	CUSTOMER ACCOUNTS	74,281.26	52,984.26	30,769.51	21,297.00	71.33
553	ADMINISTRATION	388,791.50	118,897.42	1,953.71	269,894.08	30.58
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,495,329.94	541,071.78	71,335.04	954,258.16	36.18
TOTAL REVENUES		1,302,851.07	611,954.31	86,076.46	690,896.76	46.97
TOTAL EXPENDITURES		1,495,329.94	541,071.78	71,335.04	954,258.16	36.18
NET OF REVENUES & EXPENDITURES		(192,478.87)	70,882.53	14,741.42	(263,361.40)	36.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,203,918.38	767,471.35	92,705.03	436,447.03	63.75
OTHER	OTHER REVENUE	68,333.33	1,689.42	197.40	66,643.91	2.47
INT	INTEREST AND RENTS	8,040.00	3,640.00	520.00	4,400.00	45.27
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,280,291.71	772,800.77	93,422.43	507,490.94	60.36
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
552	CUSTOMER ACCOUNTS	0.00	2,997.75	0.00	(2,997.75)	100.00
570	TREATMENT	765,945.83	241,877.23	28,510.77	524,068.60	31.58
571	DISTRIBUTION	428,999.87	202,755.84	22,420.70	226,244.03	47.26
572	CUSTOMER ACCOUNTS	80,959.87	57,875.64	35,769.58	23,084.23	71.49
573	ADMINISTRATION	374,437.50	82,241.89	23,269.71	292,195.61	21.96
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,650,343.07	587,748.35	109,970.76	1,062,594.72	35.61
TOTAL REVENUES		1,280,291.71	772,800.77	93,422.43	507,490.94	60.36
TOTAL EXPENDITURES		1,650,343.07	587,748.35	109,970.76	1,062,594.72	35.61
NET OF REVENUES & EXPENDITURES		(370,051.36)	185,052.42	(16,548.33)	(555,103.78)	50.01

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 598 - CABLE TV FUND						
Revenues						
OTHER	OTHER REVENUE	109,000.00	0.00	0.00	109,000.00	0.00
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		109,000.00	0.00	0.00	109,000.00	0.00
Expenditures						
000		105,000.00	0.00	0.00	105,000.00	0.00
906	DEBT SERVICE	4,000.00	0.00	0.00	4,000.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		109,000.00	0.00	0.00	109,000.00	0.00
TOTAL REVENUES		109,000.00	0.00	0.00	109,000.00	0.00
TOTAL EXPENDITURES		109,000.00	0.00	0.00	109,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
OTHER	OTHER REVENUE	2,000.00	1,529.05	421.84	470.95	76.45
INT	INTEREST AND RENTS	120,406.00	120,406.00	120,406.00	0.00	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		122,406.00	121,935.05	120,827.84	470.95	99.62
Expenditures						
000		144,298.94	67,205.14	12,554.51	77,093.80	46.57
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		144,298.94	67,205.14	12,554.51	77,093.80	46.57
TOTAL REVENUES		122,406.00	121,935.05	120,827.84	470.95	99.62
TOTAL EXPENDITURES		144,298.94	67,205.14	12,554.51	77,093.80	46.57
NET OF REVENUES & EXPENDITURES		(21,892.94)	54,729.91	108,273.33	(76,622.85)	249.99

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 661 - EQUIPMENT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	231,375.00	144,603.29	30,443.09	86,771.71	62.50
OTHER	OTHER REVENUE	0.00	2,390.02	556.20	(2,390.02)	100.00
INT	INTEREST AND RENTS	816.48	0.00	0.00	816.48	0.00
TRANSIN	TRANSFERS IN	25,000.00	25,000.00	0.00	0.00	100.00
TOTAL REVENUES		257,191.48	171,993.31	30,999.29	85,198.17	66.87
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
895	FLEET MAINT. & REPLACEMENT	371,582.95	122,043.01	40,993.01	249,539.94	32.84
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		371,582.95	122,043.01	40,993.01	249,539.94	32.84
TOTAL REVENUES		257,191.48	171,993.31	30,999.29	85,198.17	66.87
TOTAL EXPENDITURES		371,582.95	122,043.01	40,993.01	249,539.94	32.84
NET OF REVENUES & EXPENDITURES		(114,391.47)	49,950.30	(9,993.72)	(164,341.77)	43.67

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 711 - CEMETERY FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	6,500.00	3,750.00	0.00	2,750.00	57.69
INT	INTEREST AND RENTS	1,000.00	0.00	0.00	1,000.00	0.00
UNCLASSIFIED	Unclassified	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		7,500.00	3,750.00	0.00	3,750.00	50.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		7,500.00	3,750.00	0.00	3,750.00	50.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		7,500.00	3,750.00	0.00	3,750.00	50.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 714 - LEE FUND						
Revenues						
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	4,000.00	80.57	0.00	3,919.43	2.01
TOTAL REVENUES		4,000.00	80.57	0.00	3,919.43	2.01
Expenditures						
000		4,000.00	0.00	0.00	4,000.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
TOTAL REVENUES		4,000.00	80.57	0.00	3,919.43	2.01
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	80.57	0.00	(80.57)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 715 - LOOK FUND						
Revenues						
OTHER	OTHER REVENUE	45,000.00	19,000.00	19,000.00	26,000.00	42.22
INT	INTEREST AND RENTS	0.00	438.88	43.62	(438.88)	100.00
TOTAL REVENUES		45,000.00	19,438.88	19,043.62	25,561.12	43.20
Expenditures						
000		45,000.00	24,500.00	12,500.00	20,500.00	54.44
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		45,000.00	24,500.00	12,500.00	20,500.00	54.44
TOTAL REVENUES		45,000.00	19,438.88	19,043.62	25,561.12	43.20
TOTAL EXPENDITURES		45,000.00	24,500.00	12,500.00	20,500.00	54.44
NET OF REVENUES & EXPENDITURES		0.00	(5,061.12)	6,543.62	5,061.12	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 716 - CARR FUND						
Revenues						
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	100.00	0.00	0.00	100.00	0.00
TOTAL REVENUES		100.00	0.00	0.00	100.00	0.00
Expenditures						
000		100.00	0.00	0.00	100.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		100.00	0.00	0.00	100.00	0.00
TOTAL REVENUES		100.00	0.00	0.00	100.00	0.00
TOTAL EXPENDITURES		100.00	0.00	0.00	100.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 717 - PENSION TRUST FUND						
Revenues						
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
UNCLASSIFIED	Unclassified	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR FUND II						
Revenues						
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	250.00	0.00	0.00	250.00	0.00
TOTAL REVENUES		250.00	0.00	0.00	250.00	0.00
Expenditures						
000		250.00	0.00	0.00	250.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		250.00	0.00	0.00	250.00	0.00
TOTAL REVENUES		250.00	0.00	0.00	250.00	0.00
TOTAL EXPENDITURES		250.00	0.00	0.00	250.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 737 - OTHER POST EMPLOYEE BENEFITS						
Revenues						
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
UNCLASSIFIED	Unclassified	68,000.00	0.00	0.00	68,000.00	0.00
TOTAL REVENUES		68,000.00	0.00	0.00	68,000.00	0.00
Expenditures						
483	ADMINISTRATION	68,064.17	33,925.50	5,654.25	34,138.67	49.84
TOTAL EXPENDITURES		68,064.17	33,925.50	5,654.25	34,138.67	49.84
TOTAL REVENUES		68,000.00	0.00	0.00	68,000.00	0.00
TOTAL EXPENDITURES		68,064.17	33,925.50	5,654.25	34,138.67	49.84
NET OF REVENUES & EXPENDITURES		(64.17)	(33,925.50)	(5,654.25)	33,861.33	52,868.1
TOTAL REVENUES - ALL FUNDS		9,668,002.05	5,281,784.94	518,597.90	4,386,217.11	54.63
TOTAL EXPENDITURES - ALL FUNDS		11,011,799.11	4,494,505.72	664,665.56	6,517,293.39	40.82
NET OF REVENUES & EXPENDITURES		(1,343,797.06)	787,279.22	(146,067.66)	(2,131,076.28)	58.59

Dept. of Public Works, City of Lowell

217 S. Hudson

Lowell, MI 49331

Phone: 616-897-5929 Fax: 616- -

Posted Totals by Invoice Number

Report Date: 02/04/2022

Period From: 01/01/2022 To: 01/31/2022

Invoice Number	Date	Name	Tax	Total	Balance Due
001742	01/25/2022	Equipment	0.00	118.88	157.50
001744	01/12/2022	Equipment	0.00	986.58	157.50
001745	01/14/2022	Equipment	0.00	1,695.44	157.50
001746	01/14/2022	Equipment	0.00	1,333.08	157.50
001747	01/04/2022	Police	0.00	79.36	1,293.79
001748	01/17/2022	Police	0.00	2,351.57	1,293.79
001749	01/26/2022	Equipment	0.00	456.84	157.50
001750	01/25/2022	Equipment	0.00	126.00	157.50
001752	01/17/2022	Police	0.00	0.00	1,293.79
001753	01/24/2022	Police	0.00	62.21	1,293.79
Grand Totals:			0.00	7,209.96	6,120.16
Number of Invoices: 10			* - Indicates a Counter Sale		
Averages:				\$721.00	612.02

Dept. of Public Works, City of Lowell

217 S. Hudson

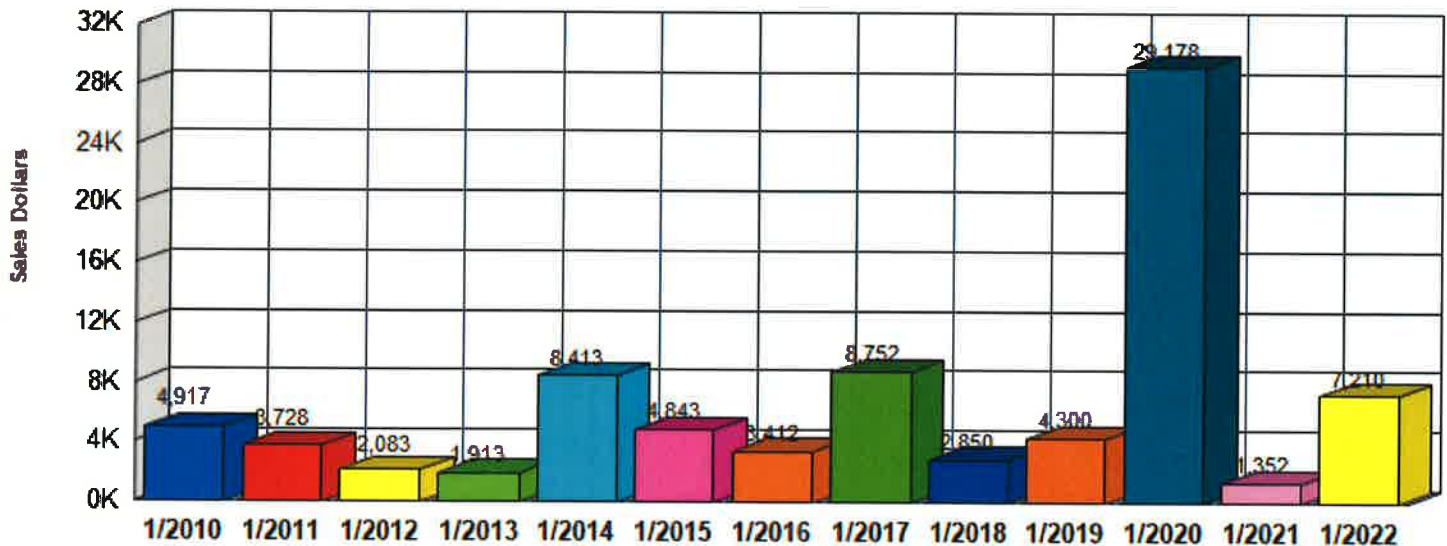
Lowell, MI. 49331

Phone - 616-897-5929 Fax - 616- -

Sales By Selected Month For The Month Of January

Report Date: 02/04/2022

<u>Month & Year</u>	<u>Avg. RO</u>	<u>Car Count</u>	<u>Sales Amount</u>	<u>Avg. Labor</u>	<u>Total Labor</u>	<u>Avg. Parts</u>	<u>Total Parts</u>
1/2010	702.47	7	4,917.29	475.71	3,330.00	202.97	1,420.79
1/2011	248.54	15	3,728.08	151.60	2,274.00	91.66	1,374.88
1/2012	189.40	11	2,083.35	121.91	1,341.00	62.21	684.30
1/2013	273.29	7	1,913.05	159.57	1,117.00	106.17	743.20
1/2014	467.38	18	8,412.76	356.40	6,415.19	102.09	1,837.67
1/2015	440.29	11	4,843.23	276.64	3,043.00	157.15	1,728.68
1/2016	682.38	5	3,411.92	378.00	1,890.00	295.68	1,478.42
1/2017	486.20	18	8,751.67	359.03	6,462.50	119.39	2,149.04
1/2018	203.59	14	2,850.25	108.43	1,518.00	90.28	1,263.85
1/2019	477.72	9	4,299.50	441.29	3,971.58	28.69	258.22
1/2020	1,823.64	16	29,178.24	1,787.27	28,596.39	24.74	395.85
1/2021	193.08	7	1,351.59	165.80	1,160.62	19.14	134.00
1/2022	721.00	10	7,209.96	680.15	6,801.50	32.37	323.72
Totals:		148	82,950.89		\$67,920.78		\$13,792.62



Note: Labor and Part columns do not include Shop Supplies or Hazmat

Dept. of Public Works, City of Lowell

217 S. Hudson

Lowell, MI. 49331

Phone: 616-897-5929 Fax: 616- -

Next Place to Be**1747****INVOICE****Police**

Print Date: 01/24/2022

Work Completed: 01/24/2022

2016 Ford - Police Interceptor Utility

3.7L, V6 (227CI) VIN(R), 6 speed Automatic 6F55, 4-Wheel

Lic # : 002 X 977 - MI

Odometer In : 73,976

Unit # : 837

Odometer Out :

Cust ID : 2

VIN # : 1FM5K8AR0 **GGA63088**

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Misc. Shop Supplies			3.78	Invoice 230540, Harold Zeigler Ford 1-4-2022 LOF, Replace license bulbs.		75.58
[Technicians :]						

Org. Estimate **\$ 79.36**Revisions **\$ 0.00**Current Estimate **\$ 79.36**

Additional Cost

Revised Estimate

Labor:	0.00
Parts:	3.78
Sublet:	75.58
Sub:	79.36
Tax:	0.00
Total:	\$79.36
Bal Due:	\$0.00

[Payments - Cash - \$79.36]

Dept. of Public Works, City of Lowell

217 S. Hudson

1748

Lowell, MI. 49331

Phone: 616-897-5929 Fax: 616- -

Next Place to Be**INVOICE****Police**

Print Date: 01/24/2022

Work Completed: 01/24/2022

2016 Ford - Police Interceptor Utility

3.7L, V6 (227CI) VIN(R), 6 speed Automatic 6F55, 4-Wheel

Lic # : 002 X 977 - MI

Odometer In : 74,047

Unit # : 837

Odometer Out :

Cust ID : 2

VIN # : 1FM5K8AR0 **GGA63088**

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Misc. Shop Supplies			15.00	Invoice 230588, Harold Zeigler Ford, 1-17-2022 Diagnose lag, shift problem and sulfur smell. Replace PTO unit		2,336.57
[Technicians :]						

Org. Estimate	\$ 2,351.57	Revisions	\$ 0.00	Current Estimate	\$ 2,351.57	Additional Cost	Revised Estimate
---------------	--------------------	-----------	----------------	------------------	--------------------	-----------------	------------------

Labor:	0.00
Parts:	15.00
Sublet:	2,336.57
Sub:	2,351.57
Tax:	0.00
Total:	\$2,351.57
Bal Due:	\$0.00

[Payments - Cash - \$2,351.57]

Dept. of Public Works, City of Lowell

217 S. Hudson

Lowell, MI. 49331

Phone: 616-897-5929 Fax: 616- -

Next Place to Be

1753

INVOICE

Police

Print Date: 01/28/2022

Work Completed: 01/28/2022

2010 Ford - Fusion Hybrid

2.5L, In-Line4 (152CI) VIN(3), 0 speed Automatic CVT

Lic # : - MI

Odometer In :

Unit # : 841

Odometer Out :

Cust ID : 2

VIN # : 3FADP0L38 AR142672

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Misc. Shop Supplies			2.96	Invoice 230917, Harold Zeigler Ford LOF		59.25
[Technicians :]						

Org. Estimate \$ 62.21

Revisions \$ 0.00

Current Estimate \$ 62.21

Additional Cost

Revised Estimate

Labor:	0.00
Parts:	2.96
Sublet:	59.25
Sub:	62.21
Tax:	0.00
Total:	\$62.21
Bal Due:	\$0.00

[Payments - Cash - \$62.21]

Lowell Area Fire and Emergency Services Authority
Statement of Net Position
December 31, 2021

		<u>ASSETS</u>
		Unrestricted
Current Assets		
	Cash	\$ 54,510.79
	Due from Lowell Township	-
	Due from Vergennes Township	-
	Due from City of Lowell	-
	TOTAL Current Assets	<u>54,510.79</u>
Fixed Assets		
	Furniture and Equipment	-
	TOTAL ASSETS	<u><u>\$ 54,510.79</u></u>
Current Liabilities		<u>LIABILITIES AND NET ASSETS</u>
	Accounts Payable	\$ 5,439.95
	Accrued Payroll	-
	Payroll liabilities	7,185.37
Long-Term Liabilities	TOTAL Current Liabilities	<u>12,625.32</u>
Net Assets	TOTAL Long-Term liabilities	<u>-</u>
	Beginning Net Assets	29,992.37
	Increase (Decrease) Net Assets	11,893.10
	TOTAL Net Assets	<u>41,885.47</u>
	TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 54,510.79</u></u>

Lowell Area Fire and Emergency Services Authority
Statement of Net Position
January 31, 2022

		<u>ASSETS</u>
		Unrestricted
Current Assets		
	Cash	\$ 122,569.33
	Due from Lowell Township	-
	Due from Vergennes Township	-
	Due from City of Lowell	-
	TOTAL Current Assets	<u>122,569.33</u>
Fixed Assets		
	Furniture and Equipment	-
	TOTAL ASSETS	<u><u>\$ 122,569.33</u></u>
Current Liabilities		<u>LIABILITIES AND NET ASSETS</u>
	Accounts Payable	\$ 2,813.76
	Accrued Payroll	-
	Payroll liabilities	<u>4,754.59</u>
Long-Term Liabilities	TOTAL Current Liabilities	<u>7,568.35</u>
Net Assets	TOTAL Long-Term liabilities	<u>-</u>
	Beginning Net Assets	29,992.37
	Increase (Decrease) Net Assets	<u>85,008.61</u>
	TOTAL Net Assets	<u>115,000.98</u>
	TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 122,569.33</u></u>

LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY

Departmental Administrative Policy

Subject: Fire Chief's Vehicle

AP Reference #: A0311

Original Effective Date:

Revision Date:

☒ **Administrative**

Purpose :

As a benefit to the Chief and the Community, the Fire Chief shall be issued a department "Take-home" vehicle. Below are the best practices for the use of the vehicle and should be adhered to as close as possible.

- a) The Fire Chief's Vehicles shall only be driven by the Chief, or designated Fire Department personnel.
- b) The Fire Chief's Vehicle is to be used primarily to transport the Fire Chief, and other Department personnel to alarms, drills, training sessions (teaching or attending), parades, funerals or other activities. The vehicle shall be licensed to the EMS level of the department.
- c) Persons other than Fire Department personnel may ride in the Fire Chief's vehicle during non-emergency conditions.
- d) The Fire Chief's vehicle may be used by the Chief for transportation to and from the firehouse, as well as for personal travel as long as the user and vehicle are available to respond to an emergency if needed.
- e) No political or commercial signs/stickers shall be displayed on the vehicle.
- f) The user shall, be cognizant of the fact that they are identifiable as a member of the Lowell Area Fire Department, and exercise good judgment at all times.
- g) The Fire Chief's vehicle shall be maintained by the user with all necessary equipment to respond to emergency calls. A Department fuel card will be issued for the vehicle. The user is responsible for the cleanliness and general upkeep of the vehicle. Any needed repairs shall be documented. Any damage to the vehicle shall be immediately reported to the Authority Board Chair and documented in writing and any appropriate paperwork completed and filed. All required service and repairs will be made at the expense of the Authority
- h) Any user shall, fully comply with all State of Michigan emergency and non-emergency driving laws, including those contained in the State of Michigan Vehicle and Traffic Laws at all times .

LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY RESERVES THE RIGHT TO ALTER, AMEND, MODIFY OR ELIMINATE THIS POLICY AT ANY TIME WITHOUT PRIOR NOTICE.

LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY

Departmental Administrative Policy

Authored by: Shannon L. Witherell, Fire Chief
Reviewed by: Command Staff
Approved by: LAFESA Board





Lowell Area Fire and
Emergency Services Authority
Lowell Area Fire Department
315 S. Hudson St. Lowell, MI 49331
616-897-7354

Monday, February 07, 2022

Fire Authority Board:

We responded to 80 total incidents for the month of January. Including a pin-in crash in Vergennes TWP, a chimney fire in Vergennes Twp, and a serious crash in Lowell TWP.

A faulty door switch was found to be the source of an alarm on Engine 2. We are still working on the ABS light with the chassis manufacture.

The Lowell Ledger did a nice write up on the addition of Little Chief. This month we are meeting with them to talk addiction and mental health in our community.

We have started the process of upgrading our state medical license to EMT. We should have the changeover for the first two trucks by the end of February.

We received notice that our new Engine chassis should be complete and ready for an inspection by the end of May.

We are starting a rebuild of the two brush trucks. This work will be done in-house and will focus on the skid systems in both trucks to make necessary repairs before the start of brush season.

Our cable fund and Michigan Department of Treasury grants have been submitted

Please feel free to contact me at (616) 840-1422 with any questions or concerns.

Respectfully, Shannon Witherell

Fire Chief, Lowell Area Fire Dept.

Lowell Area Fire Dept.

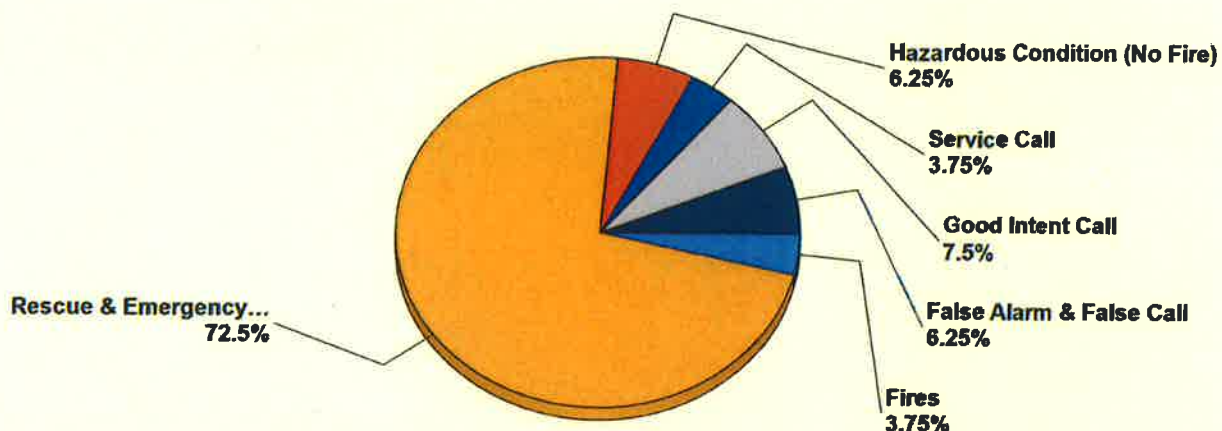
Lowell, MI

This report was generated on 2/2/2022 2:19:05 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2022 | End Date: 01/31/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	3.75%
Rescue & Emergency Medical Service	58	72.5%
Hazardous Condition (No Fire)	5	6.25%
Service Call	3	3.75%
Good Intent Call	6	7.5%
False Alarm & False Call	5	6.25%
TOTAL	80	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
114 - Chimney or flue fire, confined to chimney or flue	3	3.75%
311 - Medical assist, assist EMS crew	3	3.75%
321 - EMS call, excluding vehicle accident with injury	45	56.25%
322 - Motor vehicle accident with injuries	6	7.5%
324 - Motor vehicle accident with no injuries.	4	5%
412 - Gas leak (natural gas or LPG)	1	1.25%
424 - Carbon monoxide incident	2	2.5%
444 - Power line down	2	2.5%
511 - Lock-out	3	3.75%
611 - Dispatched & cancelled en route	6	7.5%
700 - False alarm or false call, other	2	2.5%
731 - Sprinkler activation due to malfunction	1	1.25%
743 - Smoke detector activation, no fire - unintentional	1	1.25%
745 - Alarm system activation, no fire - unintentional	1	1.25%
TOTAL INCIDENTS:	80	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

Page # 2 of 2

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 2/2/2022 2:20:08 PM



Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 01/01/2022 | End Date: 01/31/2022

ZONE	INCIDENT COUNT	MAN-HOURS
City of Lowell - City	28	27:08
Lowell Township - Lowell Township	34	113:22
Vergennes Township - Vergennes Township	18	86:26
TOTAL	80	226:56

NOTE that this report takes into consideration ONLY those Personnel that are associated with an Apparatus, and that only Reviewed incidents are included in the counts.



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Doc Id: 1306
Page # 1 of 1

Lowell Area Fire Dept.

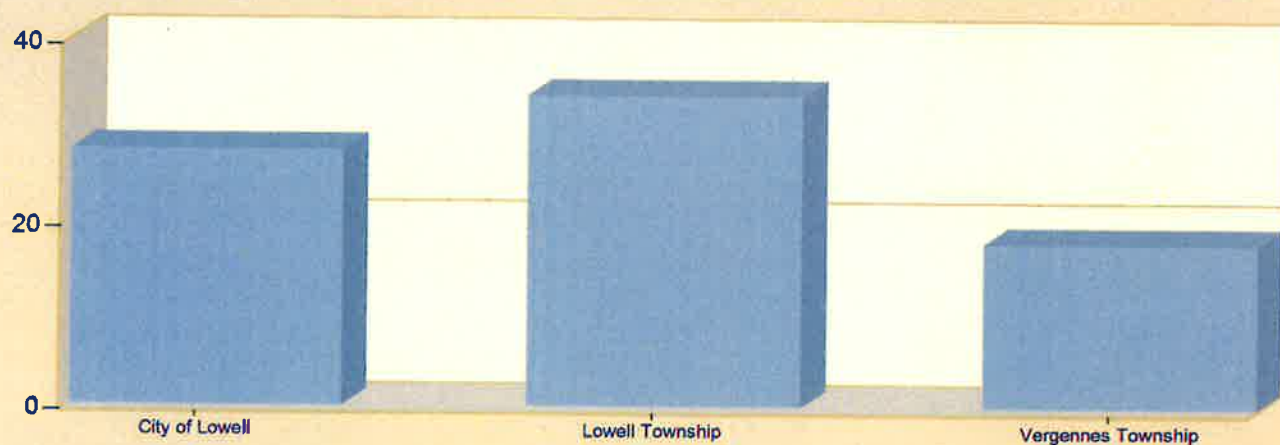
Lowell, MI

This report was generated on 2/2/2022 2:19:46 PM



Incident Type Count per Zone for Date Range

Start Date: 01/01/2022 | End Date: 01/31/2022



ZONES	INCIDENT TYPE	COUNT
City of Lowell - City		
	311 - Medical assist, assist EMS crew	2
	321 - EMS call, excluding vehicle accident with injury	19
	511 - Lock-out	1
	611 - Dispatched & cancelled en route	4
	731 - Sprinkler activation due to malfunction	1
	745 - Alarm system activation, no fire - unintentional	1
	Total Incidents for City of Lowell - City :	28
Lowell Township - Lowell Township		
	114 - Chimney or flue fire, confined to chimney or flue	2
	311 - Medical assist, assist EMS crew	1
	321 - EMS call, excluding vehicle accident with injury	18
	322 - Motor vehicle accident with injuries	2
	324 - Motor vehicle accident with no injuries.	3
	412 - Gas leak (natural gas or LPG)	1
	424 - Carbon monoxide incident	2
	444 - Power line down	1
	511 - Lock-out	2
	700 - False alarm or false call, other	2
	Total Incidents for Lowell Township - Lowell Township:	34
Vergennes Township - Vergennes Township		

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.



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Doc Id: 1404
Page # 1 of 2

ZONES	INCIDENT TYPE	COUNT
	114 - Chimney or flue fire, confined to chimney or flue	1
	321 - EMS call, excluding vehicle accident with injury	8
	322 - Motor vehicle accident with injuries	4
	324 - Motor vehicle accident with no injuries.	1
	444 - Power line down	1
	611 - Dispatched & cancelled en route	2
	743 - Smoke detector activation, no fire - unintentional	1
	<i>Total Incidents for Vergennes Township - Vergennes Township:</i>	<i>18</i>
Total Count for all Zone:		80

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.



CITY OF LOWELL
REPORT FOR : JANUARY
FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 15.80569 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF: JANUARY TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 244.95 HOURS, WHICH RESULTED IN
380.15 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 131.92

ELECTRICAL COST PER MILLION GALLONS: \$ 355.92

TOTAL COST PER MILLION GALLONS: \$ 487.84

WATER PRODUCTION

DAILY AVERAGE: 0.510 MILLION GALLONS

DAILY MAXIMUM: 1.104 MILLION GALLONS

DAILY MINIMUM: 0.345 MILLION GALLONS

THE AVERAGE PLANT OPERATION TIME WAS 7.9016 HOURS PER DAY.

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense
01000	99303
LOWELL POLICE DEPARTMENT	JANUARY 2022
01/01/2022-01/31/2022	null-null

Offense	Description	LOWELL POLICE DEPARTMI	JANUARY 2022
13001	NONAGGRAVATED ASSAULT	2	0
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	1	0
23005	LARCENY - THEFT FROM MOTOR VEHICLE	2	0
23007	LARCENY - OTHER	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	0
26004	FRAUD - WELFARE	1	0
26005	FRAUD - WIRE	1	0
50000	OBSTRUCTING JUSTICE	1	0
53001	DISORDERLY CONDUCT	1	0
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	1	0
54002	OUIL OR OUID	1	0
54003	DRIVING LAW VIOLATIONS	2	0
55000	HEALTH AND SAFETY	1	0
70000	JUVENILE RUNAWAY	1	0
78000	Violation of Court Injunction	2	0
93001	PROPERTY DAMAGE ACCIDENT/PI	11	0
93004	Parking Violations and Impounds	3	0
93006	Traffic Policing	3	0
94002	FALSE ALARM OTHER/UNKNOWN CAUSE	1	0
94003	FALSE ALARM -PERSON/BUSINESS CAUSED	9	0
98002	Salvage/VIN/Vehicle Inspections/Abandoned Vehicles	24	0
98003	Ordinance -All Others	3	0
98003E	Animal Issues	1	0
98003G	Zoning Violations	1	0
98005	Unfounded Alarms, Inspecting	1	0
98006	Civil Matter/Dispute	3	0
98007	Suspicious Situations	15	0
98008	Lost/Found Property	1	0
99001	Suicide (Include Attempts)	1	0
99008	General Assists	23	0
99008A	Motorist Assists	10	0
99008B	Fingerprints	5	0
99008C	Pistol Permits/Sales Records	36	0
99019	Assist -All Others	6	0
99019A	Assist KCSD	15	0
99019B	Assist Lowell Fire Department	1	0
99019C	Assist Medical	4	0
99019F	Assist ICSD	1	0
99069	Stand By As A Peace Officer	3	0
Totals:		200	0

LOWELL POLICE DEPARTMENT
TRAFFIC REPORT
JANUARY, 2022

TRAFFIC STOPS:	110
CITATIONS ISSUED:	17
WARNINGS:	93

Monthly Operating Report

for the . . .

Contract Operation

of the . . .



Wastewater Treatment Plant

January 2022





February 17, 2022

Mr. Mike Burns
City Manager
City of Lowell
301 East Main Street
Lowell, MI 49331

Dear Mr. Burns:

On behalf of Suez I am pleased to submit the January Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month 34.08 million gallons of wastewater were treated, down from 35.86 million gallons the month before.

All NPDES Permit requirements were satisfied. Copies of the Discharge Monitoring Report for the month can be seen in Appendix A. Appendix B contains graphs representing how the actual lab results compared to the limits in the NPDES Permit and how the actual plant flows compared to the design flow.

In December the support tube on one of our aeration rotors broke in half. Quotes from contractors to remove and later install the new rotor were compiled in January. NorthWest Kent Mechanical was selected to do the work. Removal will happen in early February and install is anticipated to be mid-March. More to follow in later reports.

INDUSTRIAL PRETREATMENT PROGRAM

The Fullers Septic January surcharges were \$6.60 for the month. No operational problems were experienced at the plant from this discharge.

The Litehouse January surcharges & fines were \$3,893.89. They were assessed 7 fines for BOD & FOG exceedances. No operational problems were experienced at the plant from this discharge.

MAINTENANCE COST REPORT

Date	Vendor	Cost
1/1	Ace Hardware (1)	\$13.32
1/6	Grainger (2)	17.77
1/13	Star Crane & Hoist (3)	379.60
1/18	Grainger (4)	774.65
1/19	Applied Industrial (5)	392.08
1/27	IMC Direct (6)	192.60

Beginning Balance of the Annual Maintenance Allowance (Including carryover \$\$ from FY 20-21)*	\$ 11,971.61*
Maintenance Allowance Spent YTD	\$ 7,111.52
Balance of Maintenance Allowance	\$ 4,860.09

*The maintenance spending for FY 20-21 was over the annual allotment by \$28.39. That amount will be subtracted from the beginning balance on July 1st. That makes the beginning balance \$11,971.61 (\$12,000-28.39).

In addition to the preventive maintenance the following corrective maintenance activities occurred:

- Fabricated a PVC baffle to control grease on ditches (1)
- Replaced cord grip for chlorine scum pump (2)
- Conducted annual crane & hoist inspections (3)
- Replaced rotor aerator belts (4)
- Replaced polymer transfer pump (4)
- Replaced seals on rotor aerator gear box (5)
- Replaced chlorine scum pump motor starter (6)

PROJECTS FOR THE FUTURE

- Replace polymer transfer pump tubing
- Swap rotor pieces from old to new torque tube

If you have any questions or would like additional information, please feel free to call me at your convenience.

Respectfully submitted,

SUEZ



Brian Vander Meulen
Project Manager

JANUARY EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 5 mg/l, 80% under the NPDES limit of 25 mg/l. The worst 7-day average was 10 mg/l, 75% under the NPDES limit of 40 mg/l.

The daily average for Suspended Solids was 8.7 mg/l, 71% under the NPDES limit of 30 mg/l. The worst 7-day average was 14.0 mg/l, 69% under the NPDES limit of 45 mg/l.

The monthly average for Phosphorus was 0.53 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 97%; a minimum of 85% is required. The average removal rate for Suspended Solids was 93%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 111 colonies/100 mls, the limit is 200 colonies/100 mls. The worst 7-day average was 398 colonies/100 mls, the limit is 400 colonies/100 mls.

The highest chlorine residual was 37 ug/l; the limit is 38 ug/l. The monthly average was 17 ug/l.

Appendix A



State of Michigan
Department of Environmental Quality

Plant Influent Sheet

Lowell, Michigan

R4607 4/74
4833-6040

Weather Code	
1. Clear	6. Warm
2. Partly Cloudy	7. Cold
3. Cloudy	8. Windy
4. Rain	9. Melting Snow
5. Snow	

Plant No. 410049
Month January
Year 2022

Superintendent's Signature
Brian Vander Meulen, Supl.

WEATHER			FLOW		RAW SEWAGE QUALITY												
D A Y P N S F	Type Code	Precip Inches	Total MGD	Peak MGD	Temp F	pH SU	BOD mg/l LBS		SS mg/l LBS		Total-P mg/l LBS		VSS mg/l	NH3-N mg/l LBS		Mercury ng/l	D A Y P N S F
	0033	0045	50050	50051	00011	00400	00310	85001	00530	85002	00665	85004	00535	00610	00610	71900	
1	34578	0.32	1.06	1.20													1
2	27	0.00	1.19	1.30													2
3	27	0.00	1.17	1.60	57	7.5	140	1366	90	878			88				3
4	27	0.00	1.18	1.60													4
5	3578	0.22	1.13	1.50	57	7.4	286	2695	180	1696	3.4	32.0	144	10.6	99.9		5
6	357	0.05	1.14	1.50													6
7	178	0.00	1.09	1.50	57	7.2	170	1545	100	909			98				7
8	278	0.00	1.11	1.60													8
9	27	0.00	1.21	1.60													9
10	37	0.00	1.11	1.50	57	7.5	157	1453	114	1055			106				10
11	27	0.00	1.14	1.50													11
12	27	0.00	1.14	1.50	56	7.4	207	1968	128	1217	2.6	24.7	110	11.7	111.2	4.7	12
13	27	0.00	1.12	1.40													13
14	378	0.00	1.05	1.50	56	7.4	194	1699	112	981			108				14
15	178	0.00	1.08	1.50													15
16	27	0.00	1.18	1.60													16
17	27	0.00	1.10	1.50	56	7.4	207	1899	90	826			86				17
18	27	0.00	1.10	1.50													18
19	278	0.00	1.09	1.50	56	7.4	165	1500	114	1036	2.7	24.5	104	10.2	92.7		19
20	27	0.00	1.11	1.60													20
21	178	0.00	0.99	1.40	56	7.4	188	1552	98	809			96				21
22	3578	0.17	1.05	1.40													22
23	357	0.02	1.12	1.50													23
24	257	0.07	1.05	1.40	55	7.6	127	1112	104	911			86				24
25	357	0.00	1.07	1.40													25
26	37	0.00	1.07	1.50	55	7.3	234	2088	152	1356	3.4	30.3	148	14.0	124.9		26
27	357	0.00	1.06	1.40													27
28	37	0.00	0.98	1.40	54	7.5	181	1479	110	899			104				28
29	257	0.02	1.04	1.50													29
30	27	0.00	1.12	1.40													30
31	17	0.00	1.03	1.40	53	7.3	221	1898	120	1031			106				31
TL	XXXX	0.87	34.08	XXXX	XXXX	XXXX	XXXX	53073	XXXX	32442	XXXX	865	XXXX	XXXX	3323.1	XXXX	TL
ME	XXXX	XXXX	1.10	XXXX	56	7.4	191	1712	116	1047	3.0	27.9	106	11.6	107.2	XXXX	ME
MAX	XXXX	0.32	1.21	1.60	57	7.6	286	2695	180	1696	3.4	32.0	148	14.0	124.9	XXXX	MAX
MIN	XXXX	XXXX	0.98	1.20	53	7.2	127	1112	90	809	2.6	24.5	86	10.2	92.7	XXXX	MIN

Activated Sludge Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

- PM Code
1. Conventional
2. Step Feed
3. Complete Mix
4. Extended Aeration
5. Contact Stabilization
6. Other

Plant No. 410049
Month January
Year 2022

Superintendent's Signature
Brian Vander Meulen, Supt.

AERATION SYSTEM					MIXED LIQUOR						SECONDARY SLUDGE			Process Modification see code		REMARKS
D A Y P N S F	Aeration Volume KCF	Detention Time Hours	Sludge Age Days	Organic Loading F/M	MLSS mg/l	MLVSS mg/l	Settle. %	SDI %	DO mg/l	SVI %	SS %	VSS %	Waste Kgal	80889	D A Y P N S F	
1	192	32.5			70323	70324	81004	81007	00300	8100	81006	70325	80991	4	1	
2		29.0											0.0		2	
3		29.5	30.5	0.07	2240	1752	15	1.49	6.4	67	0.53	0.41	21.1		3	
4		29.2											23.2		4	
5		30.5	18.3	0.11	2594	2007	17	1.53	6.3	66	0.45	0.35	0.0		5	
6		30.2											99.2		6	
7		31.6	24.7	0.09	1874	1500	14	1.34	7.6	75	0.38	0.30	26.7		7	
8		31.0											0.0		8	
9		28.5											0.0		9	
10		31.0	23.8	0.07	2100	1.653	17	1.24	7.8	81	0.40	0.32	0.0		10	
11		30.2											31.2		11	
12		30.2	21.7	0.09	2207	1748	18	1.23	6.9	82	0.42	0.33	22.5		12	
13		30.8											28.7		13	
14		32.8	27.2	0.08	2231	1782	19	1.17	6.3	85	0.39	0.31	25.0		14	
15		31.9											0.0		15	
16		29.2											0.0		16	
17		31.3	32.3	0.09	2228	1769	22	1.01	6.6	99	0.37	0.29	0.0		17	
18		31.3											25.9		18	
19		31.6	26.6	0.07	2304	1848	26	0.89	6.1	113	0.37	0.30	26.2		19	
20		31.0											24.2		20	
21		34.8	34.0	0.07	2296	1840	31	0.74	6.0	135	0.37	0.30	22.2		21	
22		32.8											0.0		22	
23		30.8											0.0		23	
24		32.8	31.0	0.05	2361	1903	46	0.51	6.7	195	0.38	0.30	29.2		24	
25		32.2											24.0		25	
26		32.2	20.2	0.09	2290	1862	20	1.15	7.5	87	0.42	0.34	26.0		26	
27		32.5											26.6		27	
28		35.2	30.6	0.07	2296	1861	20	1.15	7.3	87	0.42	0.34	16.4		28	
29		33.1											0.0		29	
30		30.8											0.0		30	
31		33.5	27.2	0.08	2341	1890	21	1.11	7.1	90	0.42	0.34	93.4		31	
TL	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	591.7	XXXX	TL	
ME	192	31.4	26.8	0.08	2259	1801	22	1.12	6.8	97	0.41	0.33	19.1	XXXX	ME	
MAX	XXXX	35.2	34.0	0.11	2594	2007	46	1.53	7.8	195	0.53	0.41	99.2	XXXX	MAX	
MIN	XXXX	28.5	18.3	0.05	1874	1500	14	0.51	6.0	66	0.37	0.29	XXXX	XXXX	MIN	

Remarks:

4833-5034
R4609 4/74

Final Effluent Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

	Fecal	Total
MF	31616	31504
MPW	31615	31505

Plant No. 410049
Month January
Year 2022
Sampling Point Code 001

Superintendent's Signature _____
Brian Vander Meulen, Supt.

R 4610 4/74
4833-5468

DAY PN SF	CBOD			SS			Total - P			VSS	pH	DO	F.Coli	NH3		Cl2	Mercury	DAY PN SF
	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	SU	mg/l	#/100ml	mg/l	LBS.	ug/l	ng/l	
1	80082	85001	80091	00530	85002	81011	00665	85004	81012	00535	00400	00300	31616	00610	00610	50060	71900	1
2																		2
3	4	39	97	6.4	62	93				6.0	7.4	11.0	38			34		3
4																		4
5	4	38	99	13.0	123	93	0.56	5.28	84	8.0	7.2	10.8	37	1.80	16.96	14		5
6																		6
7	3	27	98	4.0	36	96				3.6	7.2	11.6	240			1		7
8																		8
9																		9
10	4	37	97	8.8	81	92				8.4	7.3	10.8	118			12		10
11																		11
12	4	38	98	8.0	76	94	0.35	3.33	87	6.0	7.2	11.2	240	0.54	5.13	1	0.2	12
13																		13
14	3	26	98	4.4	39	96				4.0	7.3	10.9	470			2		14
15																		15
16																		16
17	4	37	98	10.0	92	89				9.6	7.3	11.3	560			4		17
18																		18
19	3	27	98	7.2	65	94	0.38	3.45	86	6.8	7.2	10.7	239	0.04	0.36	12		19
20																		20
21	3	25	98	2.0	17	98				1.6	7.2	10.6	176			32		21
22																		22
23																		23
24	2	18	98	7.6	67	93				6.8	7.3	10.7	220			5		24
25																		25
26	12	107	95	15.0	134	90	0.83	7.41	76	14.0	7.2	11.0	2	2.70	24.09	37		26
27																		27
28	13	106	93	17.0	139	85				16.0	7.3	10.7	42			32		28
29																		29
30																		30
31	5	43	98	10.0	86	92				9.6	7.3	10.7	188			35		31
TL	XXXX	1354	XXXX	XXXX	2424	XXXX	XXXX	150.9	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	360.81	XXXX	XXXX	TL
ME	5	44	97	8.7	78	93	0.53	4.87	83	7.7	7.3	10.9	111	1.27	11.64	17	XXXX	ME
WA	10	85	95	14.0	120	89	XXXX	XXXX	XXXX	13.2	7.3	10.7	398	2.70	24.09	35	XXXX	WA
MAX	13	107	99	17.0	139	98	0.83	7.41	87	16.0	7.4	11.6	560	2.70	24.09	37	XXXX	MAX
MIN	2	18	93	2.0	17	85	0.35	3.33	76	1.6	7.2	10.6	2	0.04	0.36	1	XXXX	MIN

Remarks: Fecal Coli for January 7, 12 are actually "Greater Than"
Cl2 Residuals for January 7, 12 are actually "Less Than"

Miscellaneous Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

R 4607 4/74
4833-6040

Plant No. Month Year
410049 January 2022

Superintendent's Signature
Brian Vander Meulen, Supt.

Grit		Aux Fuel	Power Consumption	Chemicals Applied		
D		Nat. Gas		CL2	FeCl2	
A	CF	CF	KWH	LBS	GAL	
Y						
PN		2	3			
SF						
1	1	14	2.0	6	25	
2	1	24	2.0	4	25	
3	1	32	2.0	8	35	
4	1	25	2.0	4	35	
5	1	34	2.0	8	35	
6	1	32	2.0	7	35	
7	1	27	2.0	7	30	
8	1	17	1.8	6	35	
9	1	29	2.0	8	30	
10	1	43	1.8	7	30	
11	1	37	2.0	7	30	
12	1	24	1.6	10	20	
13	1	25	2.0	8	10	
14	1	25	1.8	10	25	
15	1	26	1.6	10	30	
16	1	31	2.0	5	35	
17	1	37	1.6	10	30	
18	1	17	2.0	14	30	
19	1	41	1.8	12	30	
20	1	30	1.8	18	35	
21	1	24	1.8	20	30	
22	1	25	1.6	20	25	
23	1	29	2.0	15	35	
24	1	38	1.8	17	35	
25	1	34	1.8	20	25	
26	1	36	2.0	18	25	
27	1	36	1.8	9	25	
28	1	27	1.6	10	30	
29	1	23	1.8	10	25	
30	1	22	1.8	18	30	
31	1	29	2.0	12	25	
TL	31	893	57.8	338	900	0
ME	1	29	1.9	11	29	0
MAX	1	43	2.0	20	35	0
MIN	1	14	1.6	4	10	0

Manpower						
Position Title	Full Time	Part Time	Total Hours	No. of Vac.	No. of Separations	No. of New Hires
Superintendent	1	0	168	0	0	0
Shift Operator	1	1	188	0	0	0
Total	2	1	356	0	0	0
Weekday Hrs.	9					
Saturday Hrs.	4					
Sunday Hrs.	4					
Holiday Hrs.	4					

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME: LOWELL WWTP
ADDRESS: 301 EAST MAIN STREET
LOWELL MI 49331

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

MI0020311
PERMIT NUMBER

001 A
DISCHARGE NUMBER

MINOR
(SUBR GG)
F-FINAL
001 MUN.WASTE20--FLAT RIVER

FACILITY: LOWELL WWTP
LOCATION: LOWELL MI 49331
ATTN: BRIAN VANDER MEULEN

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2022	1	1	2022	1	31

FROM

TO

*** NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE	
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS				
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	1.10	1.21	(03)	*****	*****	*****		-	7/7	RECORD FLOW	
50050 1 0 0	PERMIT REQUIREMENT	REPORT MONTHLY AVG	REPORT DAILY MAX	MGD	*****	*****	*****	****		WEEKDAYS	RECORD FLOW	
EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	78	120	(26)	*****	8.7	14.0	(19)	0	3/7	24 HR COMP	
SOLIDS, TOTAL SUSPENDED	PERMIT REQUIREMENT	360	530	lbs/day	*****	30	45			WEEKDAYS	24 HR COMP	
00530 B 0 0		MONTHLY AVG	7 DAY AVG			MONTHLY AVG	7 DAY AVG	mg/L				
PRIOR TO DISINFECT	SAMPLE MEASUREMENT	44	85	(26)	*****	5	10	(19)	0	3/7	24 HR COMP	
BOD, CARBONACEOUS 05 DAY, 20C	PERMIT REQUIREMENT	300	470	lbs/day	*****	25	40			WEEKDAYS	24 HR COMP	
80082 B 0 0		MONTHLY AVG	7 DAY AVG			MONTHLY AVG	7 DAY AVG	mg/L				
PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	24	(26)	*****	*****	2.7	(19)	0	1/7	24 HR COMP	
NITROGEN, AMMONIA TOTAL (AS N)	PERMIT REQUIREMENT	*****	REPORT DAILY MAX	lbs/day	*****	*****	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP	
00610 B 1 0												
PRIOR TO DISINFECT	SAMPLE MEASUREMENT	4.9	7.4	(26)	*****	0.53	0.83	(19)	0	1/7	24 HR COMP	
PHOSPHORUS, TOTAL (AS P)	PERMIT REQUIREMENT	12	REPORT DAILY MAX	lbs/day	*****	1.0	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP	
00665 B 0 0		MONTHLY AVG				MONTHLY AVG						
PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	37	(19)	0	3/7	GRAB	
CHLORINE, TOTAL RESIDUAL	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	38			WEEKDAYS	GRAB	
50060 P 0 0							DAILY MAX	ug/l				
SEE COMMENTS BELOW	SAMPLE MEASUREMENT	*****	0.000002		*****	*****	0.2		0	1/90	GRAB	
MERCURY, TOTAL	PERMIT REQUIREMENT	*****	Report Max Monthly Avg	lbs/day	*****	*****	Report Max Monthly Avg	ng/L		QUARTERLY	GRAB	
71900 B 0 0												
POST DISINFECT												
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER					PHONE NUMBER			DATE				
Brian Vander Meulen, Supt.					(616)	897-8135	2022	2	10			
TYPED OR PRINTED					SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT			AREA CODE	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

P=AFTER DISINFECTION

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME: LOWELL WWTP
ADDRESS: 301 EAST MAIN STREET
 LOWELL MI 49331

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
 (SUBR GG)
 F-FINAL
 001 MUN. WASTE H2O--FLAT RIVER

FACILITY: LOWELL WWTP
LOCATION: LOWELL MI 49331
ATTN: BRIAN VANDER MEULEN

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2022	1	1	2022	1	31

*** NO DISCHARGE ☐ ***
 NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
MERCURY, TOTAL	SAMPLE MEASUREMENT	*****	0.000003		*****	*****	0.28		0	1/90	CALCTD
71900 X 0 0 POST DISINFECT	PERMIT REQUIREMENT	*****	0.000024 12-Mo Rolling Avg	lbs/day	*****	*****	2.0 12-Mo Rolling Avg	ng/L		QUARTERLY	CALCTD
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****		*****	111	398	(19)	0	3/7	GRAB
74055 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	***** *****	*****	200 MONTHLY AVG	400 7 DAY AVG	mg/L		DAILY	GRAB
BOD, 5-DAY PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****		97	*****	93	(23)	0	1/30	CALCTD
81010 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****	***** *****	85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER- CENT		ONCE/MON	CALCTD
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****		93	*****	85	(23)	0	1/30	CALCTD
81011 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****	***** *****	85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER- CENT		ONCE/MON	CALCTD
pH	SAMPLE MEASUREMENT	*****	*****		7.2	*****	7.4	(12)	0	3/7	GRAB
00400 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	**** ****	6.5 DAILY MINIMUM	*****	9.0 DAILY MAX	S.U.		WEEKDAYS	GRAB
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	*****	*****		10.6	*****	*****	(19)	0	3/7	GRAB
00300 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	**** ****	3.0 DAILY MINIMUM	*****	*****	mg/L		WEEKDAYS	GRAB
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.					PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616)	897-8135	2022	2	10	
TYPED OR PRINTED	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT					AREA CODE	NUMBER	YEAR	MO	DAY	

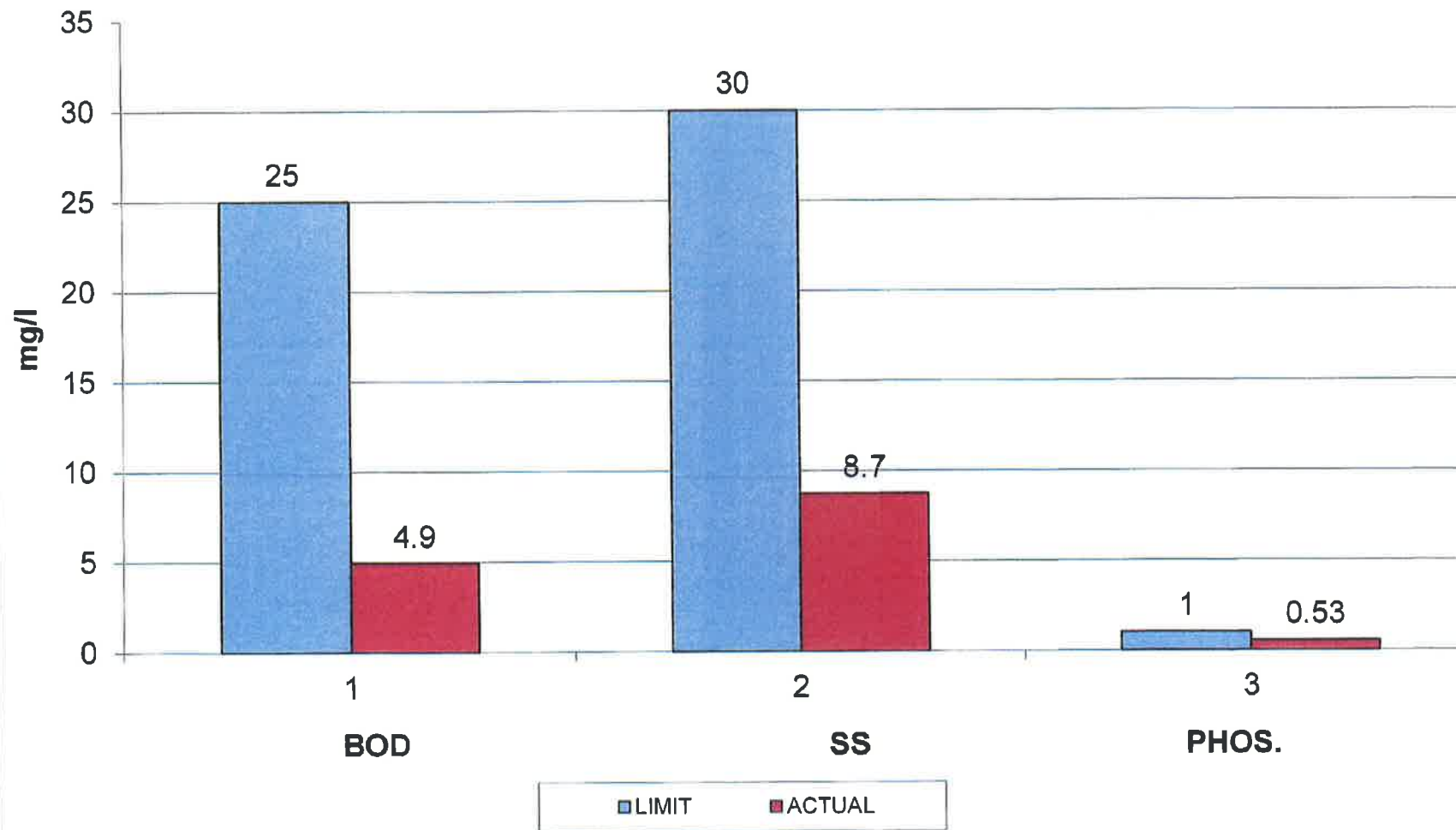
COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

P=AFTER DISINFECTION

Appendix B



EFFLUENT LIMIT vs ACTUAL



DESIGN FLOW vs ACTUAL FLOW

