



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

CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, NOVEMBER 1, 2021, 7:00 P.M.

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 October 18, 2021 Regular City Council meeting.
- Authorize payment of invoices in the amount of \$193,935.10.

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. Resolution 18-21 – City Hall Bond
- b. Resolution 20-21 – Sale of 115 Riverside Drive.
- c. Northwest Pump Station - Administrative Consent Order
- d. USDA-RD Signature Responsibilities - Monroe/Washington Project

5. NEW BUSINESS

- a. Cross Connection Control Program
- b. Water Treatment Plant Car Replacement

6. BOARD/COMMISSION REPORTS

8. MANAGER'S REPORT

9. APPOINTMENTS

10. COUNCIL COMMENTS

11.. ADJOURNMENT

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



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Lowell, Michigan 49331
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www.ci.lowell.mi.us

MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, November 1, 2021

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4. OLD BUSINESS

- a. Resolution 18-21 – City Hall Bond. City Attorney Jessica Wood provided memo.
- b. Resolution 20-21 – Sale of 115 Riverside Drive. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council approve Resolution 20-21 to sell 115 Riverside Drive to BGR Investments for \$100,000 pursuant to a quit claim deed.

- c. Northwest Pump Station – Administrative Consent Order. Public Works Director Daniel Czarnecki provided a memos.

Recommended Motion: That the Lowell City Council approve the quote from Professional Pump Inc., Belleville, MI, dated August 20, 2021, to provide to the City three (3) Goulds 3410 pumps, for a total cost of \$46,988.40.

Recommended Motion: That the Lowell City Council approve the quote from RS Technical Services, Inc., Lowell, MI, dated October 25, 2021, for the installation and all necessary

wiring of the SCADA system and pump VFD upgrades at the Northwest Pump Station on Gee Dr., for a cost of \$136,602.81.

- d. USDA-RD Signature Responsibilities - Monroe/Washington Project. City Manager Michael Burns provided a memo.

City Council would need to approve action to provide me with signature responsibilities for the USDA-RD program regarding the Monroe/Washington project.

5. NEW BUSINESS

- a. Cross Connection Control Program. Public Works Director Daniel Czarnecki provided a memo.

Recommended Motion: That the Lowell City Council approve the quote from HydroCorp, Troy MI, dated August 18, 2021, for the two-year Commercial Cross Connection Control program at a cost of \$10,842.00 per year, and the quote dated August 18, 2021, for the two-year Residential Cross Connection Control Program at a cost of \$10,833.00 per year, for a total two year cost of \$43,350.00, and authorize the Mayor and City Clerk to sign the agreements.

- b. Water Treatment Plan Car Replacement. Public Works Director Daniel Czarnecki provided a memo.

Recommended Motion: That the Lowell City Council approve the quote from Berger Chevrolet Inc., Grand Rapids, MI, dated October 8, 2021, for the purchase of a Chevrolet Bolt EUV 1LT through the State of Michigan MiDeal Program, for a cost of \$31,791.00.

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL MEETING
OF THE
CITY OF LOWELL
MONDAY, OCTOBER 18 2021, 7:00 P.M.**

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

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

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

Absent: None.

Also Present: City Clerk Susan Ullery, DPW Director Dan Czarnecki, Chief of Police Chris Hurst and City Attorney Jessica Wood.

2. CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the minutes of the October 4, 2021, Regular City Council meeting and the October 11, 2021, Special City Council meeting.
- Authorize payment of invoices in the amount of \$139,869.84.

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS to approve the consent agenda as written.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Dick Johnson who resides at 1575 Sibley thanked Lowell Light & Power for coming out and helping to restore his lawn and the right of way after the utility company tore it up.

4. OLD BUSINESS.

a. Lowell Township Water and Sewer Agreements.

City Manager Michael Burns spoke about the productive meeting they had on September 22, 2021, gave a summary sheet and discussed an expansion.

City Attorney Jessica Wood then discussed the City proposing a 425 to Lowell Township and whether they in turn, would propose an authority, and recommended putting all of this in writing and then meet with the Township to discuss.

IT WAS MOVED BY YANKOVICH and seconded by CHAMBERS to direct City Attorney Jessica Wood to prepare a proposal consistent with the said discussion and for the Lowell Townships consideration.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

b. Small Urban Project – Monroe.

DPW Director Dan Czarnecki discussed the grade inspection that the City participated in with MDOT for the Monroe Street Project. There are some items that the City needs to complete in order to have the project go out for bid. While we intend to finance this project through the USDA Rural Development Program, the entire project (water and sewer improvements) must go through the MDOT processes as the Small Urban portion of this project (\$375,000) is funded by MDOT.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH to direct staff to begin process of transferring funds to a street only project and an agreement with MDOT.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Downtown Liquor License Rio Plano Taquiera, - Resolution 19-21.

City Manager Michael Burns read memo stating at our June 21, 2021 City Council Meeting, the City Council approved Resolution 10-21 to allow for a Downtown Redevelopment Liquor License at 101 W. Main (Rio Plano Taquiera). Since that time, the approved resolution was sent to the Michigan Liquor Control Commission and they asked for some modifications to the resolution by the local governing body for approval. City Attorney Jessica Wood, reviewed these and made the requested modifications as presented.

IT WAS MOVED BY SALZWEDEL and seconded by GROVES that the Lowell City Council approve Resolution 19-21 as presented.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

5. NEW BUSINESS.

a. Residential Water Service Rules – Resolution 17-21.

DPW Director Dan Czarnecki read his memo discussing the need to update the Residential Water Service Rules and have them in line with City Ordinance Chapter 25.

Councilmember Salzwedel requested to see a red-lined copy of the changes.

Greg Canfield, owner of Canfield Plumbing, spoke about his concern with these rules which may cost cause home owners a much higher expense in repair costs. He referred to a couple instances that occurred recently.

Canfield requested a red-lined copy as well.

Yankovich asked if there was some type of a compromise that could be made.

Council discussed at length. Council all agreed to table this until they had further information.

IT WAS MOVED BY DEVORE and seconded by GROVES to table the approval of Resolution 17-21 until more information is obtained and discussed.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

b. 2022 Mowing Contract.

DPW Director Dan Czarnecki read his memo stating for the past nine years, Manszewski Landscaping has been performing a wide range of mowing and trimming duties for the City of Lowell. Manszewski has asked to extend the current contract for one additional year. Manszewski has also ask for an increase for the 2022 mowing season to cover their increased expenses due to rising fuel costs and small business tax increase.

Councilmember Salzwedel recommended we consider an RFP for 2023.

IT WAS MOVED BY GROVES and seconded by SALZWEDEL that the Lowell City Council approve the quote to extend the mowing contract with Manszewski Landscaping, Lake Odessa, as outlined in the letter received October 1, 2021, for a cost of \$41,000. for the mowing season of 2022.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Refinancing City Hall Bonds – Resolution 18-21.

City Manager Michael Burns read his memo stating recently, he asked our financial advisor Warren Creamer from B.W. Baird to analyze the impact if we were to finance the bond for City Hall. If we were to finance this, it would provide a savings of \$217,974.07 over ten years remaining of the bond.

We did this on the Monroe/Washington project as well. City Attorney Jessica Wood has prepared Resolution 18-31 to begin the 45-day notification for financing.

City Attorney Jessica Wood then explained the process.

IT WAS MOVED BY YANKOVICH and seconded by DEVORE that the Lowell City Council approve Resolution 18-21 to begin the 45-day notification process to refinance the bond for City Hall.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

d. Wastewater Treatment Plant Maintenance.

Brian VanderMeulen from the Wastewater Treatment Plan explained they have funds budgeted to replace some miscellaneous steel at the Wastewater Treatment Plan. Also to replace turn buckles on the clarifier scraper arms. We would then replace the scraper fasteners on the clarifiers. We received quotes from three firms for these.

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS that Lowell City Council approve for Franklin Holwerda Company (Wyoming) to complete the work at a cost not to exceed \$9,450.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

6. **BOARD/COMMISSION REPORTS.**

Councilmember Groves attended the Chamber of Commerce meeting, they are working on Showboat items such as the 501c3 and the board. Also, Chamber is already preparing for Christmas. "Christmas Night" will be held December 10, 2021.

Mayor DeVore attended Planning Commission for Councilmember Chambers. Denial for the marijuana establishment at the former Roll Away and Commissioners made a formal motion to deny the application. The application for 2335 W Main was tabled for more information regarding sewer. Galaxy sign will need to work with MDOT on curb cuts. Also attended Fire Authority and they will have a new engine next year in June.

Councilmember Salzwedel attended the LL&P Board, they had their annual audit and came out with an A+ rating. Questions came up regarding the marijuana facilities that are coming in town and taking up so much water, is this going to be a problem/expense, can we support that? We need to discuss. Attended Showboat meeting last week and we have 3 new board members, so we now have our 7 board members. Will have our first meeting October 27, 2021. Early December we have our LCTV Fund first meeting.

Councilmember Yankovich attended the LARA trails meeting, it was fully funded now but now will need to fund maintaining the LARA portion. Will run a campaign for that. Bathrooms on the Riverwalk will be complete in three weeks.

7. **BUDGET REPORT.**

City Manager Michael Burn stated the only thing to report is they had to use our full contingency for the roof issue in the bathroom at City Hall and of course the library situation that was discussed last month. We have had a number of I.T. issues, hopefully they are all resolved.

8. **MANAGER'S REPORT.**

- Met with MDOT representative and they will do another study at Main/Hudson for a left hand turn signal in about 6 weeks
- was asked whether our city could have Street performers such as musicians, magicians and dancers, found nothing in our ordinances that technically restricted this, they would need to sign a waiver of liability.
- Going to keep the Social District, firepits will be only for special events.
- Three weeks till the restrooms on the Riverwalk are complete.

9. **APPOINTMENTS.**

There were none.

10. **COUNCIL COMMENTS**

Councilmember Chambers stated "girl's night out" was a huge success, thanks to Chief Hurst for working that night and being part of it.

11. **ADJOURNMENT.**

IT WAS MOVED BY SALWEDEL and seconded by CHAMBERS to adjourn at 8:17 p.m.

DATE:

Mike DeVore, Mayor

APPROVED:

Sue Ullery, Lowell City Clerk

CITY COUNCIL
CITY OF LOWELL
KENT COUNTY, MICHIGAN

RESOLUTION NO. 19-21

**A RESOLUTION CONFIRMING CERTAIN
INFORMATION REQUIRED BY THE MICHIGAN
LIQUOR CONTROL COMMISSION FOR
CONSIDERATION AND APPROVAL OF DDA LICENSE
PURSUANT TO SECTION 521A OF ACT 58 OF 1998**

Councilmember SALZWEDEL supported by Councilmember GROVES moved the adoption of the following resolution:

WHEREAS, Section 521a of the Michigan Liquor Control Code (the “Code”) provides for a specific on-premises license type for businesses that are located in a development district or area that is a downtown district (referred to as a “DDA License”) established under Act 197 of 1975 (formerly codified at MCL 125.1651 *et seq.*) and recodified under Part 2 of the Michigan Recodified Tax Increment Financing Act, Act 57 of 2018 (currently codified at MCL 125.4101 *et seq.*).

WHEREAS, all applicant businesses seeking a new DDA License must submit to the Michigan Liquor Control Commission (the “MLCC”) a resolution from the local government unit that established the development district or area that specifically references the statute under which such district or area was established.

WHEREAS, the City Council received a request for a resolution meeting the criteria above in relation to the applicant business, **RIO PLANO TAQUERIA, LLC**, a Michigan limited liability company with its registered office located at 318 E. Main Street, Suite B, Lowell, Michigan, 49331, doing business at 101 W. Main Street, Suite 101, in the City of Lowell, (the “Applicant”), preparing to submit its license application for a DDA License to the MLCC.

WHEREAS, the City Council, in accordance with the MLCC’s requirements, now wishes to provide a resolution meeting the criteria above to the Applicant.

WHEREAS, the City Council further wishes to declare that the MLCC’s issuance of a DDA License to the Applicant in connection with the proposed dining establishment would enhance the quality of life for the residents and visitors of the City of Lowell.

NOW, THEREFORE, RESOLVED THAT:

1. The City Council hereby states that the Lowell Downtown Development Authority and Downtown District was established pursuant to Act 197 of 1975 (formerly codified at MCL 125.1651 *et seq.*) and recodified under Part 2 of the Michigan Recodified Tax Increment Financing Act, Act 57 of 2018 (currently codified at MCL 125.4101 *et seq.*) by the unanimous vote of the City Council to adopt Ordinance 92-4 on November 16, 1992.

2. The City Council hereby recommends that the Applicant's application for a DDA License be approved by the MLCC.

3. All resolutions and parts of resolutions in conflict herewith are rescinded.

YEAS: Councilmembers Councilmembers Yankovich, Chambers, Groves, Mayor
DeVore and Councilmember Salzwedel

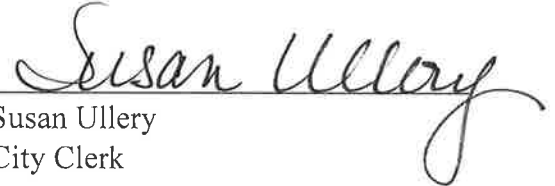
NAY: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED

Dated: October 18, 2021


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 October 18, 2021, 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: October 18, 2021


Susan Ullery
City Clerk

11/15/2021 11:21 AM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 10/15/2021 - 10/29/2021
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
01513	ADDORIO TECHNOLOGIES, LLC		
	8952	COMPUTER SERVICES	170.00
	8979	COMPUTER SERVICES	340.00
TOTAL FOR: ADDORIO TECHNOLOGIES, LLC			510.00
10816	AMAZON CAPITAL SERVICES		
	111-1250276-14274	WTP LED BULBS	41.49
	111-5739988-59506	WTP LED LIGHT BULBS	33.97
	1LRJ-CQLP-T34N	WTP THERMOSTAT	210.98
	1PQV-MV7G-QXPL	WATER DEPT HOSE ADAPTERS	47.95
TOTAL FOR: AMAZON CAPITAL SERVICES			334.39
10731	APPLIED IMAGING		
	1828718	COPY MACHINE	399.56
TOTAL FOR: APPLIED IMAGING			399.56
10660	ARROW ENERGY, INC.		
	134086	AVGAS AIRPORT	6,466.54
TOTAL FOR: ARROW ENERGY, INC.			6,466.54
10818	AT&T MOBILITY		
	10/14/2021	FIRSTNET PHONE STATEMENT	906.72
TOTAL FOR: AT&T MOBILITY			906.72
00045	BARTLETT, SANDY		
	10/25/2021	OCT METER READS & MILEAGE	778.43
TOTAL FOR: BARTLETT, SANDY			778.43
00065	BOUWHUIS SUPPLY, INC.		
	62749	DPW TOWELS	107.73
TOTAL FOR: BOUWHUIS SUPPLY, INC.			107.73
01375	BRECKEN, RALPH		
	10/19/2021	MILEAGE MPSI TRAINING	80.64
TOTAL FOR: BRECKEN, RALPH			80.64
01916	BS&A SOFTWARE		
	137767	ANNUAL FEE: CM, GL, AP, CR, PR, UB, TX	4,679.00
TOTAL FOR: BS&A SOFTWARE			4,679.00
00788	CDW GOVERNMENT, INC.		
	K662639	POLICE EQUIPMENT	177.33
TOTAL FOR: CDW GOVERNMENT, INC.			177.33
10509	CONSUMERS ENERGY		
	OCT 2021	ACCOUNT STATEMENTS	2,343.22
	OCTOBER 21	ACCOUNT STATEMENTS	232.02
TOTAL FOR: CONSUMERS ENERGY			2,575.24
01752	CORE TECHNOLOGY CORP		
	CORXT0000066	POLICE RECORDS MGMT	7,500.00
TOTAL FOR: CORE TECHNOLOGY CORP			7,500.00
00126	CRYSTAL FLASH		
	6108670	REC FUEL AIRPORT	771.79
TOTAL FOR: CRYSTAL FLASH			771.79

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Vendor Code	Vendor Name	Invoice	Description	Amount
02035	DIGITAL OFFICE MACHINES, INC.	19647	DPW COPY MACHINE	53.57
TOTAL FOR: DIGITAL OFFICE MACHINES, INC.				53.57
10303	ECO GREEN SUPPLY	27249	SEED MIXTURE - CEMETERY	178.54
TOTAL FOR: ECO GREEN SUPPLY				178.54
10487	ENVIRONMENTAL RESOURCE ASSOCIATES	985551	WTP COLIFORM MICROBE	349.45
TOTAL FOR: ENVIRONMENTAL RESOURCE ASSOCIATES				349.45
00225	GRAND RAPIDS COMMUNITY COLLEGE	10/1 - 10/15/2021 TAX DISBURSEMENT		1,701.72
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE				1,701.72
00234	HACH COMPANY	12691888	WTP SUPPLIES	431.71
		12697963	WTP AA REAGENT SET	129.30
TOTAL FOR: HACH COMPANY				561.01
00248	HOOPER PRINTING	63324	VINYL DECALS FOR SIGNAGE	40.80
		63415	BADGES - LAUREN & STEPHENS	50.00
TOTAL FOR: HOOPER PRINTING				90.80
01568	KENNEDY INDUSTRIES INC	627729	WWTP SERVICE - MAIN & VALLEY VISTA	2,970.00
TOTAL FOR: KENNEDY INDUSTRIES INC				2,970.00
00301	KENT COUNTY HEALTH DEPT	LOWEC2021Q3	DOG LICENSES.	355.60
TOTAL FOR: KENT COUNTY HEALTH DEPT				355.60
00300	KENT COUNTY TREASURER	10/1 - 10/15/2021 TAX DISBURSEMENT		10,014.57
TOTAL FOR: KENT COUNTY TREASURER				10,014.57
00302	KENT INTERMEDIATE SCHOOL DIST.	10/1 - 10/15/2021 TAX DISBURSEMENT		5,423.41
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.				5,423.41
02168	LITES PLUS, INC.	52091	LED FLOOD LIGHTS	179.90
		52129	LED LIGHTS	1,318.80
TOTAL FOR: LITES PLUS, INC.				1,498.70
01374	LOWELL AREA HISTORICAL MUSEUM	10/1 - 10/15/2021 TAX DISBURSEMENT		224.26
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM				224.26
00562	LOWELL AREA SCHOOLS	10/1 - 10/15/2021 TAX DISBURSEMENT		11,773.83
TOTAL FOR: LOWELL AREA SCHOOLS				11,773.83
10648	MICHIGAN ECONOMIC DEV ASSOC	14789	2021 MEMBERSHIP FEE	305.00
TOTAL FOR: MICHIGAN ECONOMIC DEV ASSOC				305.00

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Vendor Code	Vendor Name Invoice	Description	Amount
10892	NO TIME FLAT 80112	SERVICE CALL #31 LOADER	268.00
TOTAL FOR: NO TIME FLAT			268.00
10898	POINT BROADBAND 5267-20211017-1	ACCOUNT STATEMENT	309.99
TOTAL FOR: POINT BROADBAND			309.99
00506	POSTMASTER 10/29/2021	W/S BILLS POSTAGE	481.41
TOTAL FOR: POSTMASTER			481.41
02331	PROGRESSIVE HEATING COOLING, CORP. 2020148	LIBRARY SERVICE CALL	373.75
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.			373.75
01159	PURCHASE POWER 10/15/2021	POSTAGE METER	518.92
TOTAL FOR: PURCHASE POWER			518.92
10133	RED CREEK WASTE SERVICES INC. 1AR00666	TRASH SERVICE	367.81
TOTAL FOR: RED CREEK WASTE SERVICES INC.			367.81
02248	RIVERSIDE INTEGRATED SYSTEMS INC. 159857	SHOWBOAT ANNUAL MONITORING	1,135.00
TOTAL FOR: RIVERSIDE INTEGRATED SYSTEMS INC.			1,135.00
10378	RUESINK, KATHIE 388317/388318 388319/388320	CLEANING SERVICES 10/1 - 10/14/2021 CLEANING SERVICES 10/15 - 10/28/21	720.00 720.00
TOTAL FOR: RUESINK, KATHIE			1,440.00
02085	SHMG OCCUPATIONAL HEALTH 714788	DOT PHYSICAL - BRECKEN	64.00
TOTAL FOR: SHMG OCCUPATIONAL HEALTH			64.00
10849	SMART BUSINESS SOURCE OE-43744-1	OFFICE SUPPLIES	29.36
TOTAL FOR: SMART BUSINESS SOURCE			29.36
01668	STATE OF MICHIGAN 761-10647671	PUBLIC WATER SUPPLY ANNUAL FEE	1,340.28
TOTAL FOR: STATE OF MICHIGAN			1,340.28
10583	SUEZ WATER ENVIRONMENTAL SVC INC 2021019 202143909	SURCHARGES SEPT 2021 WWTP SERVICES OCT 2021	2,281.34 40,511.25
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC			42,792.59
10937	TOP HOME IMPROVEMENTS 2270	MUSEUM WINDOW REPAIR	1,650.00
TOTAL FOR: TOP HOME IMPROVEMENTS			1,650.00
10459	TRANSUNION RISK AND ALTERNATIVE SEPT 2021	POLICE DEPT	210.00
TOTAL FOR: TRANSUNION RISK AND ALTERNATIVE			210.00

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10069	TRUGREEN			
	148381281		LAWN SERVICE REC PARK	133.02
	148914656		WTP LAWN CARE	119.88
TOTAL FOR: TRUGREEN				252.90
10394	UNDER-PRESSURE STEAM & CLEAN LLC			
	15148		WATER TANK CLEANING	1,950.00
	15149		PUMP HOUSE & GENERATOR	445.00
TOTAL FOR: UNDER-PRESSURE STEAM & CLEAN LLC				2,395.00
02318	UNEMPLOYMENT INS. AGENCY			
	L0113842144		UIA QTR ENDING 2020	3,422.00
TOTAL FOR: UNEMPLOYMENT INS. AGENCY				3,422.00
02359	USALCO			
	20208225		WTP CHEMICALS	7,784.26
TOTAL FOR: USALCO				7,784.26
00692	WILLIAMS & WORKS INC.			
	93005		AMTIY STREET RESURFACING	1,134.00
	93006		MONROE ST RESURFACE, W/S IMPR	4,155.50
TOTAL FOR: WILLIAMS & WORKS INC.				5,289.50
10882	WOLVERINE BUILDING GROUP			
	#2		SHOWBOAT RESTROOMS	63,022.50
TOTAL FOR: WOLVERINE BUILDING GROUP				63,022.50
TOTAL - ALL VENDORS				193,935.10

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DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 10/15/2021 - 10/29/2021
BOTH JOURNALIZED AND UNJOURNALIZED
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	POINT BROADBAND	ACCOUNT STATEMENT	28.57	76343
101-000-085.000	DUE FROM LIGHT & POWER	POINT BROADBAND	ACCOUNT STATEMENT	58.58	76343
101-000-222.002	DUE TO COUNTY-DOG LICENSE	KENT COUNTY HEALTH DEPT	DOG LICENSES.	355.60	76366
Total For Dept 000				442.75	
Dept 101 COUNCIL					
101-101-955.000	MISCELLANEOUS EXPENSE	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	36.24	76350
Total For Dept 101 COUNCI				36.24	
Dept 172 MANAGER					
101-172-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	45.27	76350
101-172-955.000	MISCELLANEOUS EXPENSE	MICHIGAN ECONOMIC DEV ASS	2021 MEMBERSHIP FEE	305.00	76372
Total For Dept 172 MANAGE				350.27	
Dept 215 CLERK					
101-215-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	45.27	76350
Total For Dept 215 CLERK				45.27	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SMART BUSINESS SOURCE	OFFICE SUPPLIES	29.36	76381
101-265-730.000	POSTAGE	PURCHASE POWER	POSTAGE METER	518.92	76376
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 10/1 -	360.00	76344
101-265-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICE	102.31	76377
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 10/15 -	360.00	76379
101-265-850.000	COMMUNICATIONS	POINT BROADBAND	ACCOUNT STATEMENT	43.57	76343
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	1,498.13	76342
101-265-930.000	REPAIR & MAINTENANCE	LITES PLUS, INC.	LED FLOOD LIGHTS	179.90	76369
Total For Dept 265 CITY H				3,092.19	
Dept 276 CEMETERY					
101-276-930.000	REPAIR & MAINTENANCE	ECO GREEN SUPPLY	SEED MIXTURE - CEMETERY	178.54	76360
Total For Dept 276 CEMETE				178.54	
Dept 294 UNALLOCATED MISCELLANEOUS					
101-294-955.000	UNALLOCATED MISCELLANEOUS	UNEMPLOYMENT INS. AGENCY	UIA QTR ENDING 2020	3,422.00	76387
Total For Dept 294 UNALLO				3,422.00	
Dept 301 POLICE DEPARTMENT					
101-301-744.000	UNIFORMS	HOOPER PRINTING	BADGES - LAUREN & STEPHEN	50.00	76364
101-301-850.000	COMMUNICATIONS	POINT BROADBAND	ACCOUNT STATEMENT	43.57	76343
101-301-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	451.88	76350
101-301-955.000	MISCELLANEOUS EXPENSE	TRANSUNION RISK AND ALTER	POLICE DEPT	210.00	76385
Total For Dept 301 POLICE				755.45	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	DPW TOWELS	107.73	76352
101-441-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICE	215.00	76377
101-441-850.000	COMMUNICATIONS	POINT BROADBAND	ACCOUNT STATEMENT	28.57	76343
101-441-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	88.55	76350
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	169.28	76342
101-441-927.000	REPAIR & MAINT. STREET LI	LITES PLUS, INC.	LED LIGHTS	1,318.80	76369
101-441-955.000	MISCELLANEOUS EXPENSE	SHMG OCCUPATIONAL HEALTH	DOT PHYSICAL - BRECKEN	64.00	76380
Total For Dept 441 DEPART				1,991.93	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	19.41	76342
Total For Dept 747 CHAMBE				19.41	
Dept 751 PARKS					
101-751-802.000	CONTRACTUAL	TRUGREEN	LAWN SERVICE REC PARK	133.02	76345
101-751-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	38.24	76350
Total For Dept 751 PARKS				171.26	
Dept 790 LIBRARY					

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Fund 101 GENERAL FUND					
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 10/1 -	360.00	76344
101-790-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICE	50.50	76377
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 10/15 -	360.00	76379
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	339.55	76342
101-790-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	LIBRARY SERVICE CALL	373.75	76375
Total For Dept 790 LIBRAR				1,483.80	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	TOP HOME IMPROVEMENTS	MUSEUM WINDOW REPAIR	1,650.00	76384
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	18.32	76342
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	224.26	76370
Total For Dept 804 MUSEUM				1,892.58	
Total For Fund 101 GENERA				13,881.69	
Fund 202 MAJOR STREET FUND					
Dept 000					
202-000-040.001	ACCOUNTS RECEIVABLE-MISC	WOLVERINE BUILDING GROUP	SHOWBOAT RESTROOMS	19,221.86	76390
Total For Dept 000				19,221.86	
Dept 450 CAPITAL OUTLAY					
202-450-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	MONROE ST RESURFACE, W/S	1,385.16	76389
Total For Dept 450 CAPITA				1,385.16	
Dept 474 TRAFFIC					
202-474-740.000	OPERATING SUPPLIES	HOOVER PRINTING	VINYL DECALS FOR SIGNAGE	40.80	76364
Total For Dept 474 TRAFFI				40.80	
Total For Fund 202 MAJOR				20,647.82	
Fund 203 LOCAL STREET FUND					
Dept 450 CAPITAL OUTLAY					
203-450-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	AMTIY STREET RESURFACING	809.68	76389
Total For Dept 450 CAPITA				809.68	
Total For Fund 203 LOCAL				809.68	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 450 CAPITAL OUTLAY					
248-450-970.000	CAPITAL OUTLAY	WOLVERINE BUILDING GROUP	SHOWBOAT RESTROOMS	18,780.71	76390
248-450-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	AMTIY STREET RESURFACING	324.32	76389
Total For Dept 450 CAPITA				19,105.03	
Total For Fund 248 DOWNTO				19,105.03	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 301 POLICE DEPARTMENT					
260-301-802.000	CONTRACTUAL	CORE TECHNOLOGY CORP	POLICE RECORDS MGMT	7,500.00	76357
Total For Dept 301 POLICE				7,500.00	
Dept 751 PARKS					
260-751-970.000	CAPITAL OUTLAY	RIVERSIDE INTEGRATED SYST	SHOWBOAT ANNUAL MONITORIN	1,135.00	76378
260-751-970.000	CAPITAL OUTLAY	WOLVERINE BUILDING GROUP	SHOWBOAT RESTROOMS	25,019.93	76390
Total For Dept 751 PARKS				26,154.93	
Total For Fund 260 DESIGN				33,654.93	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	CRYSTAL FLASH	REC FUEL AIRPORT	771.79	76358
581-000-740.000	OPERATING SUPPLIES	ARROW ENERGY, INC.	AVGAS AIRPORT	6,466.54	76391
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	232.02	76356
581-000-955.000	MISCELLANEOUS EXPENSE	POINT BROADBAND	ACCOUNT STATEMENT	49.99	76343
Total For Dept 000				7,520.34	
Total For Fund 581 AIRPOR				7,520.34	
Fund 590 WASTEWATER FUND					

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Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	POINT BROADBAND	ACCOUNT STATEMENT	28.57	76343
Total For Dept 000				28.57	
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	SURCHARGES SEPT 2021	2,281.34	76383
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	WWTP SERVICES OCT 2021	40,511.25	76383
590-550-930.000	REPAIR & MAINTENANCE	KENNEDY INDUSTRIES INC	WWTP SERVICE - MAIN & VAL	2,970.00	76365
Total For Dept 550 TREATM				45,762.59	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	81.51	76350
590-551-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	MONROE ST RESURFACE, W/S	1,385.17	76389
Total For Dept 551 COLLEC				1,466.68	
Dept 552 CUSTOMER ACCOUNTS					
590-552-703.000	SALARIES-METER READS	BARTLETT, SANDY	OCT METER READS & MILEAGE	353.38	76351
590-552-730.000	POSTAGE	POSTMASTER	W/S BILLS POSTAGE	240.70	76374
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	OCT METER READS & MILEAGE	35.84	76351
Total For Dept 552 CUSTOM				629.92	
Total For Fund 590 WASTE				47,887.76	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	WTP LED LIGHT BULBS	33.97	76348
591-570-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	WTP LED BULBS	41.49	76348
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP AA REAGENT SET	129.30	76363
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP SUPPLIES	431.71	76363
591-570-740.000	OPERATING SUPPLIES	STATE OF MICHIGAN	PUBLIC WATER SUPPLY ANNUA	1,340.28	76382
591-570-743.000	CHEMICALS	USALCO	WTP CHEMICALS	7,784.26	76388
591-570-801.000	PROFESSIONAL SERVICES	ENVIRONMENTAL RESOURCE AS	WTP COLIFORM MICROBE	349.45	76361
591-570-802.000	CONTRACTUAL	TRUGREEN	WTP LAWN CARE	119.88	76386
591-570-850.000	COMMUNICATIONS	POINT BROADBAND	ACCOUNT STATEMENT	28.57	76343
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	234.30	76342
591-570-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WTP THERMOSTAT	210.98	76348
Total For Dept 570 TREATM				10,704.19	
Dept 571 DISTRIBUTION					
591-571-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE STATEMENT	119.76	76350
591-571-864.000	CONFERENCES & CONVENTIONS	BRECKEN, RALPH	MILEAGE MPSI TRAINING	80.64	76353
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	64.23	76342
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WATER DEPT HOSE ADAPTERS	47.95	76348
591-571-930.000	REPAIR & MAINTENANCE	UNDER-PRESSURE STEAM & CL	WATER TANK CLEANING	1,950.00	76392
591-571-930.000	REPAIR & MAINTENANCE	UNDER-PRESSURE STEAM & CL	PUMP HOUSE & GENERATOR	445.00	76392
591-571-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	MONROE ST RESURFACE, W/S	1,385.17	76389
Total For Dept 571 DISTRI				4,092.75	
Dept 572 CUSTOMER ACCOUNTS					
591-572-703.000	SALARIES-METER READS	BARTLETT, SANDY	OCT METER READS & MILEAGE	353.37	76351
591-572-730.000	POSTAGE	POSTMASTER	W/S BILLS POSTAGE	240.71	76374
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	OCT METER READS & MILEAGE	35.84	76351
Total For Dept 572 CUSTOM				629.92	
Total For Fund 591 WATER				15,426.86	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	COMPUTER SERVICES	340.00	76347
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	COMPUTER SERVICES	170.00	76347
636-000-802.000	CONTRACTUAL	APPLIED IMAGING	COPY MACHINE	399.56	76349
636-000-802.000	CONTRACTUAL	BS&A SOFTWARE	ANNUAL FEE: CM, GL, AP, CR, P	4,679.00	76354
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	DPW COPY MACHINE	53.57	76359

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Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-984.000	POLICE/FIRE-RESCUE EQUIPM	CDW GOVERNMENT, INC.	POLICE EQUIPMENT	177.33	76355
	Total For Dept 000			5,819.46	
	Total For Fund 636 DATA P			5,819.46	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	NO TIME FLAT	SERVICE CALL #31 LOADER	268.00	76373
	Total For Dept 895 FLEET			268.00	
	Total For Fund 661 EQUIPM			268.00	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	4,114.95	76367
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISURSEMENT	11,773.83	76371
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	5,899.62	76367
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	5,423.41	76368
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	1,701.72	76362
	Total For Dept 000			28,913.53	
	Total For Fund 703 CURREN			28,913.53	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:					
			Fund 101 GENERAL FUND	13,881.69	
			Fund 202 MAJOR STREET FUN	20,647.82	
			Fund 203 LOCAL STREET FUN	809.68	
			Fund 248 DOWNTOWN DEVELOP	19,105.03	
			Fund 260 DESIGNATED CONTR	33,654.93	
			Fund 581 AIRPORT FUND	7,520.34	
			Fund 590 WASTEWATER FUND	47,887.76	
			Fund 591 WATER FUND	15,426.86	
			Fund 636 DATA PROCESSING	5,819.46	
			Fund 661 EQUIPMENT FUND	268.00	
			Fund 703 CURRENT TAX COLL	28,913.53	
				<hr/>	
				193,935.10	

M E M O R A N D U M

To: Mike Burns, City Manager
City of Lowell

From: Jessica Wood

Date: October 29, 2021

Attached with this Memo is the Bond Resolution for the City's proposed General Obligation Limited Tax Refunding Bonds, which will refund the 2012 Building Authority Bonds, which were originally issued to finance City Hall/Police Station improvements.

This resolution is the main legal document to authorize the issuance of the bonds. As were the 2012 bonds, these bonds are general obligation limited tax bonds, pledging the City's general taxing power as security. The 2012 bonds were issued by the Building Authority, but the Revised Municipal Finance Act allows them to be refunded directly by the City saving the extra step of the Building Authority and allowing this bonds to close quickly while interest rates are low.

The resolution is set up as a parameters resolution, which sets out maximum parameters, with the final bond details being approved by authorized officers. The City has received a proposal from Highpoint Community Bank that offered an interest rate of 1.62%. The par amount of the bonds will be \$3,100,000. The parameters resolution allows the City flexibility in structuring the final details of the bond issue within these limitations, with the details being adjusted by the authorized officers without having to have the Council come in for a special meeting to approve final details. The Mayor and City Manager are designated as authorized officers to finalize the bond details, like bond payment dates and amounts and call features.

Robert W. Baird & Co. in acting as placement agent has run numbers that show the City will achieve gross savings of \$289,798.53, which represents a net present value savings of \$266,534.62. This is a net number, net of the costs of issuing the bonds. The net present value savings is a savings of 8.752861 of the refunded bonds.

Please let me know if you have any questions on this material.

CITY OF LOWELL
(Kent County, Michigan)

Resolution No. 18-21

**RESOLUTION TO AUTHORIZE ISSUANCE OF
GENERAL OBLIGATION LIMITED TAX REFUNDING BOND,
SERIES 2021**

Minutes of a regular meeting of the City Council of the City of Lowell, Kent County, Michigan, held at the City Hall, 301 E. Main Street, Lowell, Michigan, on November 1, 2021, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by

_____:

WHEREAS, the City of Lowell Building Authority (the "Authority") issued its Building Authority Refunding Bonds, Series 2012 (General Obligation – Limited Tax) dated April 16, 2012, in the original aggregate principal amount of \$4,545,000 (the "Prior Bonds") pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of refinancing the Authority's Building Authority Bonds, Series 2002, which were issued for the purpose of financing the renovation and expansion the City Hall/Police Station located at 301 E. Main Street within the City including the acquisition of real property for the expansion and related parking facilities (the "Improvements"); and

WHEREAS, the Prior Bonds were issued pursuant to a Contract of Lease, dated April 16, 2012 (together, the "Contract of Lease"), between the Authority and the City of Lowell (the "City") to defray part of the cost of the Improvements.

WHEREAS, the Prior Bonds maturing on and after June 1, 2022, are subject to redemption prior to maturity at the option of the Authority, on any date; and

WHEREAS, the Prior Bonds remain outstanding in the principal amount of \$3,045,000, and the City has been advised that its contractual obligations under the Contract of Lease could be refunded, in whole or in part, to pay and redeem the Prior Bonds and thereby secure savings for the City and benefit the taxpayers of the City; and

WHEREAS, Part VI of Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the issuance of refunding bonds for the purpose of refunding all or part of the City’s outstanding securities, including the Contract of Lease; and

WHEREAS, the City has received a proposal from Highpoint Community Bank (the “Purchaser”) on October 28, 2021 (the “Proposal”).

WHEREAS, the City has received a savings report from Robert W. Baird & Co. (the “Placement Agent”), which shows that refunding a portion of the Prior Bonds will provide a substantial savings in interest costs to the City and that it is in the best interest of the City to issue Refunding Bonds in the amount of not to exceed \$3,100,000 (the “Bonds”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to refund all or a portion of the Prior Bonds.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. NECESSITY. The City Council (the “Council”) determines that it is a necessary public purpose of the City to refund all of the City’s obligations under the Contract of Lease, enabling the Authority to redeem all of the Prior Bonds maturing on and after June 1, 2022.

2. ISSUANCE OF BOND. The Bond, designated General Obligation Limited Tax Refunding Bond, Series 2021 is authorized to be issued, pursuant to Act 34 and other applicable statutory provisions, in the aggregate principal amount not to exceed \$3,100,000 for the purpose of refunding all or part of the City’s obligations under the Contract of Lease to enable the Authority to redeem all or part of the Prior Bonds (the “Refunded Bonds”) and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Bond. The Authorized Officer (defined below) shall determine the principal amount of the Bond and other bond details in an order signed by the Authorized Officer (the “Sale Order”).

3. PERIOD OF USEFULNESS. The estimated remaining period of usefulness of the Improvements is determined to be in excess of eleven (11) years.

4. BOND TERMS. The Bond shall be issued in fully registered form as to both principal and interest as one term bond, in the denomination of the total principal amount thereof. The Bond shall be dated the date of delivery or such other date as determined by the Authorized Officer in the Sale Order and shall be subject to mandatory redemption as determined by the Authorized Officer in the Sale Order.

The final maturity shall be no later than June 1, 2032. The Bond shall bear interest at a rate of 1.620% per annum payable semiannually on the dates determined by the Authorized Officer in the Sale Order and shall be sold at par.

5. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bond shall be paid to the registered owner of the Bond as due. Payment of interest on the Bond shall be paid to the registered owner at the address as it appears on the registration books as of the Determination Date. Initially, the Determination Date shall be the date as of the fifteenth (15th) day of the month prior to the payment date for each interest payment; however, the Determination Date may be changed by the City to conform to market practice.

6. PLEDGE OF FULL FAITH AND CREDIT, GENERAL OBLIGATION. The City hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bond as and when due. In the event there are insufficient moneys for the payment of principal of and interest on the Bond, the City shall levy a tax on all taxable property in the City for the prompt payment of principal and interest on the Bond, which tax shall be limited as to rate and amount by applicable constitutional, statutory, and charter

limitations on the taxing power of the City. The pledge by the City shall be a first budget obligation of the City in the event of insufficient moneys.

7. PRIOR REDEMPTION. The Bond shall be subject to optional and mandatory redemption prior to maturity as determined by the Authorized Officer in the Sale Order.

8. PAYING AGENT AND REGISTRATION:

(a) Appointment of Paying Agent. The Authorized Officer shall, from time to time, designate and appoint a paying agent, which may also act as transfer agent and bond registrar (the "Paying Agent"). The initial Paying Agent shall be the City Treasurer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bond.

(b) Registration and Transfer. Registration of the Bond shall be recorded in the registration books of the City to be kept by the Paying Agent. The Bond may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his or her legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in minimum denominations of \$100,000 or any integral multiple of \$1,000 above that amount, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond

to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption.

9. BOND FORM. The Bond shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such changes as are recommended by the City's Bond Counsel and approved by the officers of the City signing the Bond.

10. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are hereby authorized and directed to sign the Bond, either manually or by facsimile signature, on behalf of the City. Upon execution, the Bond shall be delivered to the purchaser thereof upon receipt of the purchase price.

11. BOND PAYMENT FUND. For payments of principal of and interest on the Bond, there shall be established and maintained a fund for the Bond designated the GENERAL OBLIGATION LIMITED TAX REFUNDING BOND, SERIES 2021 BOND PAYMENT FUND (the "Bond Payment Fund"). The accrued interest, if any, and capitalized interest, if any, received at the time of delivery of the Bond shall be placed into the Bond Payment Fund. All proceeds from taxes levied for the payment of the principal of and interest on the Bond shall also be deposited into the Bond Payment Fund. Moneys in the Bond Payment Fund shall be expended solely for payment of principal and interest on the Bond. Any monies remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the City's General Fund and shall no longer be pledged hereunder.

12. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the City as allowed by law and subject to the limitations imposed by arbitrage regulations and Section 148 of the Code (defined below).

13. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution may be kept in one or more accounts at financial institutions designated by resolution of the City and, if kept in one account, the monies shall be allocated on the books and records of the City in the manner and at the times provided in this Resolution.

14. BOND PROCEEDS; ESCROW AGREEMENT. The proceeds of the Bond shall be used to pay the costs of issuance of the Bond and to secure payment of the Refunded Bonds, as follows:

(a) Any accrued interest received upon delivery of the Bond shall be deposited in the Bond Payment Fund.

(b) Proceeds of the Bond in the amount designated by the Authorized Officer at the time of delivery of the Bond, together with any monies transferred by the City from the debt retirement fund for the Prior Bonds and any other available funds of the City at the time of sale of the Bond, as determined by the Authorized Officer, shall be deposited in an escrow fund (the "Escrow Fund"), to be used pursuant to the terms of the an escrow agreement (the "Escrow Agreement") to be executed between the City and an escrow trustee selected by the Authorized Officer (the "Escrow Trustee"), providing for the deposit of the proceeds of the Bond with the Escrow Trustee for the purposes of investment and administration.

The Escrow Fund shall be held in trust by the Escrow Trustee pursuant to the Escrow Agreement, which agreement shall irrevocably direct the Escrow Trustee to take all necessary steps to call for redemption the Refunded Bonds, including publication and mailing of redemption notices, on the first call date on which the Refunded Bonds may be called for redemption. The proceeds of the Bond to be deposited in the Escrow Fund shall be invested in deposits of cash

and/or any bonds or other obligations not callable at the option of the Issuer thereof, which as to principal and interest constitute direct obligations of the United States of America, or obligations the principal of and interest on which is fully guaranteed by the United States of America, including U. S. Treasury Trust Receipts, or any other obligations permitted under the terms of the Escrow Agreement. The investments held in the Escrow Fund shall be such that the principal will be sufficient, without reinvestment, to pay the principal and interest on the Refunded Bonds as they become due at its maturity or at the call for redemption required by this section. The Escrow Trustee shall serve as Trustee under the Escrow Agreement. The Authorized Officer is hereby authorized and directed to negotiate, approve and execute the Escrow Agreement for and on behalf of the City.

(c) The balance of the proceeds of the sale of the Bond shall be deposited in the General Obligation Limited Tax Refunding Bond, Series 2021 Costs of Issuance Fund established under the Escrow Agreement (or be used directly) to be used to pay legal, financing or other expenses incidental to issuance of the Bond.

15. ADDITIONAL BONDS. In accordance with the provisions of Act 34, the City reserves the right to issue additional bonds, which shall be of equal standing and priority with the Bond.

16. SALE OF BONDS. The Authorized Officer is hereby authorized to negotiate the sale of the Bond to the Purchaser. The City determines that a negotiated sale is in the best interest of the City because a negotiated sale will provide the City with the most flexibility in pricing the Bond and responding to market conditions while also saving on the costs of issuing the Bonds.

17. AUTHORIZED OFFICER. The Mayor and the City Manager, or either one of them acting alone (the “Authorized Officer”), is hereby designated, for and on behalf of the City,

to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Bond to the Purchaser. Notwithstanding any other provision of this Resolution, the Authorized Officer is authorized within the limitations of this Resolution to determine the specific interest rate or rates to be borne by the Bond, the principal amount, denominations, interest payment dates, dates of maturities, and the amount of maturities, the amount of good faith deposit, if any, the amount of an underwriter's discount, original issue discount or premium, optional and mandatory redemption rights, term bond options, the title of the Bond, date of issuance, and other terms and conditions relating to the Bond and the sale thereof. The Authorized Officer's approval of the terms shall be evidenced by the Authorized Officer's signature on the document or agreement stating such terms. The Authorized Officer is hereby authorized for and on behalf of the City, without further Council approval, to award or reject proposals for the sale of the Bond and to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Bond, including to: (a) negotiate, approve and execute the Escrow Agreement with the Escrow Trustee; (b) apply to rating agencies for a rating on the Bond, if necessary; (c) execute a bond purchase agreement or otherwise award the sale of the Bond; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bond. The Authorized Officer, together with the Clerk and the Treasurer, are authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, and any applications to the Michigan Department of Treasury, including the Application for State Treasurer's Approval to Issue Long-Term Securities.

The Authorized Officer is hereby authorized to select and retain, on behalf of the City, the Escrow Trustee to serve under the Escrow Agreement, a Paying Agent to serve pursuant to this Resolution, and a Verification Agent to review the calculations made by the Placement Agent and verify savings resulting from issuance of the Bond.

18. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Bond, shall be deposited in trust, this Resolution shall be defeased and the owners of the Bond shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the Bond from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

19. TAX COVENANT. The City covenants to comply with all requirements of the Code necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the City are authorized to do all things necessary (including the making of such covenants of the City as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

20. BONDS MUTILATED, LOST OR DESTROYED. If the Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued

under this Resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

21. QUALIFIED TAX-EXEMPT OBLIGATION. The City reasonably anticipates that the amount of qualified tax-exempt obligations that will be issued by the City and all subordinate entities during the calendar year 2021 shall not exceed \$10,000,000. The City hereby designates the Bond in its total principal amount as a “qualified tax-exempt obligations” for purposes of Code Section 265(b)(3)(B).

22. BOND COUNSEL. Dickinson Wright PLLC, Grand Rapids, Michigan, is hereby employed to act as bond counsel for the Bond. The Authorized Officer is authorized to enter into an engagement letter with Bond Counsel with a fee as provided in the financial reports of the Placement Agent. The City acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC’s representation of the City as bond counsel and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds.

23. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

24. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

25. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

26. CONFLICT. Except as provided above, all resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed; provided, that the foregoing shall not

operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bond.

27. EFFECTIVE DATE OF RESOLUTION. This Resolution is determined by the Council to be immediately necessary for the preservation of the peace, health and safety of the City and shall be in full force and effect from and after its passage.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Susan S. Ullery, Clerk
City of Lowell

STATE OF MICHIGAN)
) SS
COUNTY OF KENT)

I, the duly qualified and acting Clerk of City of Lowell, Kent County, Michigan (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 meeting held on November 1, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I further hereunto affixed my signature this 1st day of November, 2021.

Susan S. Ullery, Clerk
City of Lowell

EXHIBIT A

No. ____

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
CITY OF LOWELL
GENERAL OBLIGATION LIMITED TAX REFUNDING BOND,
SERIES 2021**

Interest Rate

Maturity Date

Date of Original Issue

Registered Owner:

Principal Amount:

The City of Lowell, Kent County, Michigan (the "City"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on the first day of June and December of each year, beginning June 1, 2022, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This Bond is issued in accordance with the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a Resolution duly adopted by the City Council on November 1, 2021, for the purpose of refunding the City's obligations under a Contract of Lease to enable the City of Lowell Building Authority to pay and redeem its Building Authority Refunding Bonds, Series 2012 (General Obligation – Limited Tax) dated April 16, 2012, maturing on and after June 1, 2022.

The City has pledged the limited tax, full faith, credit and resources of the City for the prompt payment of the principal of and interest on the Bond, in which event the City may levy a tax on all taxable property in the City for the payment of principal and interest on the Bond, which tax shall be limited as to rate and amount by applicable constitutional, statutory, and charter limitations on the taxing power of the City. The City reserves the right to issue additional bonds in accordance with the provisions of Act 34 that shall be of equal standing and priority with the Bond.

The City Treasurer shall act as initial paying agent, bond registrar, and transfer agent (the "Paying Agent"). The City may hereafter designate an alternate Paying Agent by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent. Payments of principal and interest shall be made to the Registered Owner, by check or draft, preauthorized debit or such other manner of payment acceptable to the Registered Owner.

The Bond is subject to mandatory redemption prior to maturity in part, by lot and will be redeemed at the par value thereof plus accrued interest to the redemption date as follows:

Redemption Date

Principal Amount

(maturity)

[Insert Optional Redemption Terms]

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at the bondholder's sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

The City has designated the Bond as a qualified tax-exempt obligation for the purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Lowell, Kent County, Michigan, by its City Council has caused this Bond to be signed, by the manual or facsimile signatures of the Mayor and the Clerk, all as of the ____ day of _____, 2021.

Michael DeVore, Mayor

Susan S. Ullery, Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)
the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his County to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____

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SUMMARY OF BONDS REFUNDED

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
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Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Building Authority Refunding Bonds, Series 2012 (GOLT), BOND:					
	06/01/2022	3.000%	210,000.00	12/16/2021	100.000
	06/01/2023	3.000%	225,000.00	12/16/2021	100.000
	06/01/2024	3.000%	235,000.00	12/16/2021	100.000
	06/01/2025	3.125%	245,000.00	12/16/2021	100.000
	06/01/2026	3.250%	260,000.00	12/16/2021	100.000
	06/01/2027	3.250%	275,000.00	12/16/2021	100.000
	06/01/2028	3.375%	285,000.00	12/16/2021	100.000
	06/01/2029	3.500%	300,000.00	12/16/2021	100.000
	06/01/2030	3.700%	320,000.00	12/16/2021	100.000
	06/01/2031	3.700%	335,000.00	12/16/2021	100.000
	06/01/2032	3.700%	355,000.00	12/16/2021	100.000
			3,045,000.00		

PRIOR BOND DEBT SERVICE

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
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Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022	210,000	3.000%	51,316.25	261,316.25	
06/30/2022					261,316.25
12/01/2022			48,166.25	48,166.25	
06/01/2023	225,000	3.000%	48,166.25	273,166.25	
06/30/2023					321,332.50
12/01/2023			44,791.25	44,791.25	
06/01/2024	235,000	3.000%	44,791.25	279,791.25	
06/30/2024					324,582.50
12/01/2024			41,266.25	41,266.25	
06/01/2025	245,000	3.125%	41,266.25	286,266.25	
06/30/2025					327,532.50
12/01/2025			37,438.13	37,438.13	
06/01/2026	260,000	3.250%	37,438.13	297,438.13	
06/30/2026					334,876.26
12/01/2026			33,213.13	33,213.13	
06/01/2027	275,000	3.250%	33,213.13	308,213.13	
06/30/2027					341,426.26
12/01/2027			28,744.38	28,744.38	
06/01/2028	285,000	3.375%	28,744.38	313,744.38	
06/30/2028					342,488.76
12/01/2028			23,935.00	23,935.00	
06/01/2029	300,000	3.500%	23,935.00	323,935.00	
06/30/2029					347,870.00
12/01/2029			18,685.00	18,685.00	
06/01/2030	320,000	3.700%	18,685.00	338,685.00	
06/30/2030					357,370.00
12/01/2030			12,765.00	12,765.00	
06/01/2031	335,000	3.700%	12,765.00	347,765.00	
06/30/2031					360,530.00
12/01/2031			6,567.50	6,567.50	
06/01/2032	355,000	3.700%	6,567.50	361,567.50	
06/30/2032					368,135.00
	3,045,000		642,460.03	3,687,460.03	3,687,460.03

BOND DEBT SERVICE

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
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Dated Date 11/16/2021
 Delivery Date 11/16/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022	215,000	1.620%	27,202.50	242,202.50	
06/30/2022					242,202.50
12/01/2022			23,368.50	23,368.50	
06/01/2023	245,000	1.620%	23,368.50	268,368.50	
06/30/2023					291,737.00
12/01/2023			21,384.00	21,384.00	
06/01/2024	255,000	1.620%	21,384.00	276,384.00	
06/30/2024					297,768.00
12/01/2024			19,318.50	19,318.50	
06/01/2025	260,000	1.620%	19,318.50	279,318.50	
06/30/2025					298,637.00
12/01/2025			17,212.50	17,212.50	
06/01/2026	275,000	1.620%	17,212.50	292,212.50	
06/30/2026					309,425.00
12/01/2026			14,985.00	14,985.00	
06/01/2027	285,000	1.620%	14,985.00	299,985.00	
06/30/2027					314,970.00
12/01/2027			12,676.50	12,676.50	
06/01/2028	290,000	1.620%	12,676.50	302,676.50	
06/30/2028					315,353.00
12/01/2028			10,327.50	10,327.50	
06/01/2029	300,000	1.620%	10,327.50	310,327.50	
06/30/2029					320,655.00
12/01/2029			7,897.50	7,897.50	
06/01/2030	315,000	1.620%	7,897.50	322,897.50	
06/30/2030					330,795.00
12/01/2030			5,346.00	5,346.00	
06/01/2031	325,000	1.620%	5,346.00	330,346.00	
06/30/2031					335,692.00
12/01/2031			2,713.50	2,713.50	
06/01/2032	335,000	1.620%	2,713.50	337,713.50	
06/30/2032					340,427.00
	3,100,000		297,661.50	3,397,661.50	3,397,661.50

BOND DEBT SERVICE

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
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Dated Date 11/16/2021
 Delivery Date 11/16/2021

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2022	215,000	1.620%	27,202.50	242,202.50
06/30/2023	245,000	1.620%	46,737.00	291,737.00
06/30/2024	255,000	1.620%	42,768.00	297,768.00
06/30/2025	260,000	1.620%	38,637.00	298,637.00
06/30/2026	275,000	1.620%	34,425.00	309,425.00
06/30/2027	285,000	1.620%	29,970.00	314,970.00
06/30/2028	290,000	1.620%	25,353.00	315,353.00
06/30/2029	300,000	1.620%	20,655.00	320,655.00
06/30/2030	315,000	1.620%	15,795.00	330,795.00
06/30/2031	325,000	1.620%	10,692.00	335,692.00
06/30/2032	335,000	1.620%	5,427.00	340,427.00
	3,100,000		297,661.50	3,397,661.50

ESCROW REQUIREMENTS

City of Lowell, Michigan
General Obligation Limited Tax Refunding Bonds, Series 2021
Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
Purchaser :: Highpoint Community Bank
Optional Redemption :: June 1, 2029 @ 100
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Period Ending	Interest	Principal Redeemed	Total
12/16/2021	4,276.35	3,045,000.00	3,049,276.35
	4,276.35	3,045,000.00	3,049,276.35

SOURCES AND USES OF FUNDS

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
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Dated Date 11/16/2021
 Delivery Date 11/16/2021

Sources:

Bond Proceeds:	
Par Amount	3,100,000.00
	<u>3,100,000.00</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	3,049,276.35
Cost of Issuance:	
Bond Counsel	23,000.00
Placement Agent	20,700.00
Escrow Agent	500.00
MI Department of Treasury	620.00
MAC Fee	400.00
Miscellaneous	<u>1,500.00</u>
	46,720.00
Other Uses of Funds:	
Rounding Amount	4,003.65
	<u>3,100,000.00</u>

BOND PRICING

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
 FINAL NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond Due 2032:					
	06/01/2022	215,000	1.620%	1.620%	100.000
	06/01/2023	245,000	1.620%	1.620%	100.000
	06/01/2024	255,000	1.620%	1.620%	100.000
	06/01/2025	260,000	1.620%	1.620%	100.000
	06/01/2026	275,000	1.620%	1.620%	100.000
	06/01/2027	285,000	1.620%	1.620%	100.000
	06/01/2028	290,000	1.620%	1.620%	100.000
	06/01/2029	300,000	1.620%	1.620%	100.000
	06/01/2030	315,000	1.620%	1.620%	100.000
	06/01/2031	325,000	1.620%	1.620%	100.000
	06/01/2032	335,000	1.620%	1.620%	100.000
		3,100,000			

Dated Date	11/16/2021	
Delivery Date	11/16/2021	
First Coupon	06/01/2022	
Par Amount	3,100,000.00	
Original Issue Discount		
Production	3,100,000.00	100.000000%
Underwriter's Discount		
Purchase Price	3,100,000.00	100.000000%
Accrued Interest		
Net Proceeds	3,100,000.00	

BOND SUMMARY STATISTICS

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
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Dated Date	11/16/2021
Delivery Date	11/16/2021
Last Maturity	06/01/2032
Arbitrage Yield	1.619947%
True Interest Cost (TIC)	1.619947%
Net Interest Cost (NIC)	1.620000%
NIC w/Interest only	1.620000%
NIC w/Interest & OID	1.620000%
NIC w/Interest, OID & Und. Discount	1.620000%
All-In TIC	1.893993%
Average Coupon	1.620000%
Average Life (years)	5.927
Weighted Average Maturity (years)	5.927
Duration of Issue (years)	5.603
Par Amount	3,100,000.00
Bond Proceeds	3,100,000.00
Total Interest	297,661.50
Net Interest	297,661.50
Total Debt Service	3,397,661.50
Maximum Annual Debt Service	340,427.00
Average Annual Debt Service	322,307.81

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond Due 2032	3,100,000.00	100.000	1.620%	5.927	2,976.00
	3,100,000.00			5.927	2,976.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,100,000.00	3,100,000.00	3,100,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-46,720.00	
- Other Amounts			
Target Value	3,100,000.00	3,053,280.00	3,100,000.00
Target Date	11/16/2021	11/16/2021	11/16/2021
Yield	1.619947%	1.893993%	1.619947%

SAVINGS

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
 FINAL NUMBERS

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 11/16/2021 @ 1.8939930%
06/30/2022	261,316.25	242,202.50	19,113.75	18,919.58
06/30/2023	321,332.50	291,737.00	29,595.50	28,975.89
06/30/2024	324,582.50	297,768.00	26,814.50	25,771.34
06/30/2025	327,532.50	298,637.00	28,895.50	27,223.75
06/30/2026	334,876.26	309,425.00	25,451.26	23,538.76
06/30/2027	341,426.26	314,970.00	26,456.26	23,987.47
06/30/2028	342,488.76	315,353.00	27,135.76	24,122.10
06/30/2029	347,870.00	320,655.00	27,215.00	23,720.17
06/30/2030	357,370.00	330,795.00	26,575.00	22,709.66
06/30/2031	360,530.00	335,692.00	24,838.00	20,807.87
06/30/2032	368,135.00	340,427.00	27,708.00	22,744.39
	3,687,460.03	3,397,661.50	289,798.53	262,520.97

Savings Summary

PV of savings from cash flow	262,520.97
Plus: Refunding funds on hand	4,003.65
Net PV Savings	266,524.62

SUMMARY OF REFUNDING RESULTS

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
 FINAL NUMBERS

Dated Date	11/16/2021
Delivery Date	11/16/2021
Arbitrage yield	1.619947%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	3,100,000.00
True Interest Cost	1.619947%
Net Interest Cost	1.620000%
All-In TIC	1.893993%
Average Coupon	1.620000%
Average Life	5.927
Par amount of refunded bonds	3,045,000.00
Average coupon of refunded bonds	3.484518%
Average life of refunded bonds	6.052
PV of prior debt to 11/16/2021 @ 1.893993%	3,315,800.97
Net PV Savings	266,524.62
Percentage savings of refunded bonds	8.752861%
Percentage savings of refunding bonds	8.597568%

ESCROW COST

City of Lowell, Michigan
General Obligation Limited Tax Refunding Bonds, Series 2021
Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
Purchaser :: Highpoint Community Bank
Optional Redemption :: June 1, 2029 @ 100
FINAL NUMBERS

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
11/16/2021		3,049,276.35	3,049,276.35
	0	3,049,276.35	3,049,276.35

ESCROW SUFFICIENCY

City of Lowell, Michigan
General Obligation Limited Tax Refunding Bonds, Series 2021
Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
Purchaser :: Highpoint Community Bank
Optional Redemption :: June 1, 2029 @ 100
FINAL NUMBERS

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
11/16/2021		3,049,276.35	3,049,276.35	3,049,276.35
12/16/2021	3,049,276.35		-3,049,276.35	
	3,049,276.35	3,049,276.35	0.00	

 ESCROW STATISTICS

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
 FINAL NUMBERS

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
<hr/>						
Global Proceeds Escrow:						
3,049,276.35				3,045,179.30		4,097.05
<hr/>						
3,049,276.35				3,045,179.30	0.00	4,097.05
<hr/>						

Delivery date 11/16/2021
 Arbitrage yield 1.619947%

FORM 8038 STATISTICS

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
 FINAL NUMBERS

Dated Date 11/16/2021
 Delivery Date 11/16/2021

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond Due 2032:						
	06/01/2022	215,000.00	1.620%	100.000	215,000.00	215,000.00
	06/01/2023	245,000.00	1.620%	100.000	245,000.00	245,000.00
	06/01/2024	255,000.00	1.620%	100.000	255,000.00	255,000.00
	06/01/2025	260,000.00	1.620%	100.000	260,000.00	260,000.00
	06/01/2026	275,000.00	1.620%	100.000	275,000.00	275,000.00
	06/01/2027	285,000.00	1.620%	100.000	285,000.00	285,000.00
	06/01/2028	290,000.00	1.620%	100.000	290,000.00	290,000.00
	06/01/2029	300,000.00	1.620%	100.000	300,000.00	300,000.00
	06/01/2030	315,000.00	1.620%	100.000	315,000.00	315,000.00
	06/01/2031	325,000.00	1.620%	100.000	325,000.00	325,000.00
	06/01/2032	335,000.00	1.620%	100.000	335,000.00	335,000.00
		3,100,000.00			3,100,000.00	3,100,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	06/01/2032	1.620%	335,000.00	335,000.00		
Entire Issue			3,100,000.00	3,100,000.00	5.9272	1.6199%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	46,720.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	3,049,276.35
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	6.0523
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	12/16/2021

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	3,049,276.35
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	6.0523
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of Lowell, Michigan
General Obligation Limited Tax Refunding Bonds, Series 2021
Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
Purchaser :: Highpoint Community Bank
Optional Redemption :: June 1, 2029 @ 100
FINAL NUMBERS

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Building Authority Refunding Bonds, Series 2012 (GOLT):					
BOND	06/01/2022	210,000.00	3.000%	100.000	210,000.00
BOND	06/01/2023	225,000.00	3.000%	100.000	225,000.00
BOND	06/01/2024	235,000.00	3.000%	100.000	235,000.00
BOND	06/01/2025	245,000.00	3.125%	100.000	245,000.00
BOND	06/01/2026	260,000.00	3.250%	100.000	260,000.00
BOND	06/01/2027	275,000.00	3.250%	100.000	275,000.00
BOND	06/01/2028	285,000.00	3.375%	100.000	285,000.00
BOND	06/01/2029	300,000.00	3.500%	100.000	300,000.00
BOND	06/01/2030	320,000.00	3.700%	100.000	320,000.00
BOND	06/01/2031	335,000.00	3.700%	100.000	335,000.00
BOND	06/01/2032	355,000.00	3.700%	100.000	355,000.00
		3,045,000.00			3,045,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Building Authority Refunding Bonds, Series 2012 (GOLT)	12/16/2021	06/01/2021	6.0523
All Refunded Issues	12/16/2021		6.0523

PROOF OF ARBITRAGE YIELD

City of Lowell, Michigan
 General Obligation Limited Tax Refunding Bonds, Series 2021
 Current, Tax-Exempt Refunding of 2012 Building Authority Refunding Bonds
 Purchaser :: Highpoint Community Bank
 Optional Redemption :: June 1, 2029 @ 100
 FINAL NUMBERS

Date	Debt Service	PV Factor	Present Value to 11/16/2021 @ 1.6199473121%
06/01/2022	242,202.50	0.991298708	240,095.03
12/01/2022	23,368.50	0.983333962	22,979.04
06/01/2023	268,368.50	0.975433210	261,775.55
12/01/2023	21,384.00	0.967595938	20,691.07
06/01/2024	276,384.00	0.959821636	265,279.34
12/01/2024	19,318.50	0.952109797	18,393.33
06/01/2025	279,318.50	0.944459921	263,805.13
12/01/2025	17,212.50	0.936871508	16,125.90
06/01/2026	292,212.50	0.929344066	271,565.95
12/01/2026	14,985.00	0.921877104	13,814.33
06/01/2027	299,985.00	0.914470137	274,327.32
12/01/2027	12,676.50	0.907122682	11,499.14
06/01/2028	302,676.50	0.899834262	272,358.68
12/01/2028	10,327.50	0.892604401	9,218.37
06/01/2029	310,327.50	0.885432630	274,774.09
12/01/2029	7,897.50	0.878318482	6,936.52
06/01/2030	322,897.50	0.871261494	281,328.16
12/01/2030	5,346.00	0.864261205	4,620.34
06/01/2031	330,346.00	0.857317162	283,211.30
12/01/2031	2,713.50	0.850428912	2,307.64
06/01/2032	337,713.50	0.843596007	284,893.76
	3,397,661.50		3,100,000.00

Proceeds Summary

Delivery date	11/16/2021
Par Value	3,100,000.00
Target for yield calculation	3,100,000.00



LOWELL CITY COUNCIL
MEMORANDUM

DATE: October 28, 2021
TO: Mayor DeVore and the City Council
FROM: Michael T. Burns, City Manager *MB*
RE: Sale of 115 Riverside Drive

On October 11, 2021 the City Council directed me to prepare a resolution to sit for inspection for the required twenty days to sell the former Line Shack property located at 115 Riverside Drive to BGR Investments LLC. This is in accordance with the sale/disposal of municipal property in the City Charter.

At the time of the City Council meeting the twenty-day period for inspection had passed. Attached is Resolution 20-21 which would approve sale of the property to BGR Investments for \$100,000 pursuant to a quit claim deed.

While this resolution is necessary to sell the property, the execution of the sale will not occur until a separate development agreement is approved by both the City and BGR Investments. The City Attorney and I are in the process of preparing this agreement.

I recommend the Lowell City Council approve Resolution 20-21 to sell 115 Riverside Drive to BGR Investments for \$100,000 pursuant to a quit claim deed.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 20-21

**RESOLUTION FINALLY APPROVING THE SALE OF A CITY-OWNED
PROPERTY COMMONLY REFERRED TO AS THE LINESHACK
PROPERTY TO BGR INVESTMENTS**

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

WHEREAS, in accordance with the requirements of Section 13.3 of the City Charter, after advertising twice for bids on the sale of the City-owned property consisting of approximately 0.10 acres with an approximately 1,800 square foot building located at 115 Riverside Drive commonly referred to as the Lineshack Property (the “City Property”), receiving bids, and holding a public hearing where bidders were heard, the City Council adopted Resolution No. 16-21 authorizing the sale; and

WHEREAS, Resolution No. 16-21 has remained on file with the City Clerk for public inspection for at least 20 days since its adoption and now returns in the manner passed; and

WHEREAS, in accordance with Section 13.3 of the City Charter, the City Council has determined to finally approve the sale of the City Property to BGR Investments and

WHEREAS, the bidding was the subject of certain requirements as found in the related RFP and proposed by the successful bidder which are to be formally agreed to by contract.

NOW, THEREFORE, BE IT RESOLVED:

1. That, subject to the execution of a Purchase and Development Agreement upon terms acceptable to the City Manager and in a form approved by the City Attorney, the City shall sell and convey the City Property to BGR Investments for \$100,000 pursuant to a quit claim deed.

2. That the Mayor and City Clerk are authorized to execute a Purchase and Development Agreement consistent with the related RFP and a quit claim deed for and on behalf of the City approved as to form by the City Attorney and any other documents related thereto to effectuate the transaction.

3. That the City Clerk shall record, or cause to be recorded, the Purchase and Development Agreement and quit claim deed with the Kent County, Michigan, Register of Deeds.

4. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of such conflict.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: November 1, 2021

Susan S. 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 November 1, 2021 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: November 1, 2021

Susan S. Ullery
City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 16-21

**RESOLUTION AUTHORIZING THE SALE OF A CITY-OWNED
PROPERTY COMMONLY REFERRED TO AS THE LINESHACK
PROPERTY TO BGR INVESTMENTS**

Councilmember DEVORE, supported by Councilmember SALZWEDEL moved the adoption of the following resolution:

WHEREAS, in accordance with the requirements of Section 13.3 of the City Charter, the City advertised twice for bids on the sale of the City-owned property consisting of approximately 0.10 acres with an approximately 1,800 square foot building located at 115 Riverside Drive commonly referred to as the Lineshack Property (the “City Property”); and

WHEREAS, the City Council has received bids and has found that it is in the best interests of the City to authorize the sale of the City Property to BGR Investments LLC.

NOW, THEREFORE, BE IT RESOLVED:

1. That in accordance with Section 13.3 of the City Charter, the City Clerk shall keep this resolution on file for public inspection for 20 days from the date of this resolution after which the City will consider final adoption in the same manner at the November 1, 2021 regular meeting.
2. That the City shall sell and convey the City Property to BGR Investments for \$100,000 pursuant to a quit claim deed.
3. That the Mayor and City Clerk are authorized and directed to execute the quit claim deed for and on behalf of the City approved as to form by the City Attorney upon final adoption of a resolution in the same manner as appears herein.
4. That the City Clerk shall record, or cause to be recorded, the quit claim deed with the Kent County, Michigan, Register of Deeds.

5. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of such conflict.

YEAS: Councilmembers Groves, Salzwedel, Yankovich and Mayor DeVore.

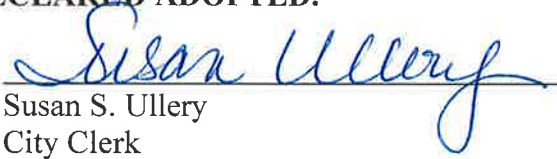
NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers Chambers

RESOLUTION AUTHORIZING THE SALE DECLARED ADOPTED.

Dated: October 11, 2021


Susan S. 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 special meeting held on October 11, 2021, and that public notice of said meetings were given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 11, 2021


Susan S. Ullery
City Clerk

Memorandum



DATE: October 26, 2021

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

RE: Northwest Station Pump Replacement

The Northwest Pumping Station on Gee Dr. supplies our water to Lowell Township. As the township has grown with new houses and commercial facilities, their water usage has grown as well. Today, the existing pumping station has difficulty keeping up with the high demands of the township during the summer months when many property owners are irrigating their lawns. The pumps in the station are in need of upgrading to a larger size.

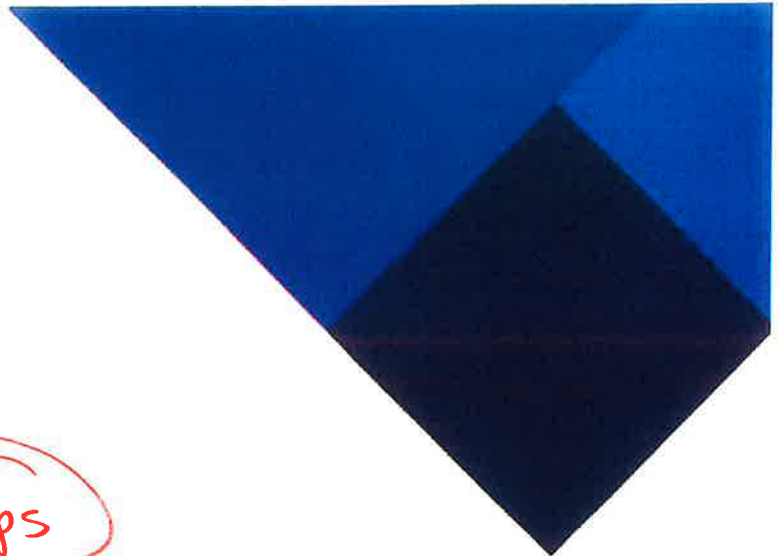
The need for pump upgrades started to come into focus during the summer of 2020 as the water plant was having difficulty pumping enough water through the Northwest Pump Station into the township to meet their maximum day water use needs. We have three pumps at the station capable of pumping 200 GPM each. This gives us an output of 600 GPM or 0.864 million gallons per day (MGD) when all three are running. The township's current maximum day water use is 0.657 MGD. While we can meet the demand utilizing all three pumps, EGLE requires us to meet the firm booster pumping capacity only utilizing two pumps, with the third pump as redundancy or backup if a pump were to fail. Two pumps will provide 0.576 MGD, therefore, we are not meeting the pumping requirements into the township for their maximum day needs.

Because of this we budgeted in the current fiscal year to replace the existing pumps with larger capacity pumps. We planned to double the size of each pump at the northwest station. This would allow us to provide 400 GPM from each pump, which would give us a firm booster pumping capacity of 1.153 MGD.

Unfortunately, in late August the State of Michigan EGLE sent us an Administrative Consent Order addressing the pump situation. EGLE has given us until May 31, 2022 to submit a permit application to modify the pump station. They also have given us a deadline of November 30, 2022 to complete the upgrade of the pump station to increase the firm booster pumping capacity to meet the townships maximum day needs. While the time frame presented by EGLE is generous, the pumps need to be upgraded prior to summer 2022 to allow us to meet the water needs of the township as required by EGLE. We would like to have all work completed by May 1, 2022.

The current pumps are Goulds pumps. The larger Goulds pumps specified for our station will fit in the same location and with similar plumbing pattern as the existing pumps with only minimal piping modifications necessary. We contacted the state supplier of Goulds Pumps and they have quoted us a cost of \$15,662.80 each, for a total cost for three pumps of \$46,988.40. This would be for only supplying the pumps. We still will need to find a company to install them in the station. There is a 7-9 week lead time for having the pumps delivered. We anticipate the pumps arriving in late January.

It is my recommendation: **That the Lowell City Council approve the quote from Professional Pump Inc., Belleville, MI, dated August 20, 2021, to provide to the City three (3) Goulds 3410 pumps, for a total cost of \$46,988.40.**



Pumps

Technical Offer

Customer: PROFESSIONAL PUMP
Project:
Inquiry No: NW Pump Station
End User: City of Lowell
Destination: UNITED STATES
Proposal No: **JP20-07-29 03**
Bid Status: Info Only

Offer prepared by:
Jim Peterson

Email: jpeterson@professionalpump.com
Date: August 20, 2021





PROFESSIONAL PUMP

Customer: PROFESSIONAL PUMP

Inquiry No: NW Pump Station

Proposal No: JP20-07-29 03

Base Pump Technical Offer Summary

No	Item #	Qty	Service Name	Model	Size	Construction	Flow	Head	Driver Rating	Driver Speed (RPM)
1	ITEM 001	3		3410	2x3-11 S	Bronze fitted	400.0 gpm	188.0 ft	40.0 hp	3600



PROFESSIONAL PUMP

August 20, 2021

PROFORMA INVOICE

Customer : PROFESSIONAL PUMP
Proposal No: JP20-07-29 03
Inquiry No: NW Pump Station

Main Offer

ITEM NO	QTY	MODEL	SIZE	CONSTRUCTION	DRIVER RATING/FRAME	RPM	UNIT TOTAL	GRAND TOTAL
ITEM 001	3	3410	2x3-11 S	Bronze fitted	40.0 hp/324TS	3600	15,662.80	46,988.40
TOTAL 3 units (Main offer) in USD-United States Dollars								46,988.40



PROFESSIONAL PUMP

August 20, 2021

Proposal No: JP20-07-29 03
Item No: ITEM 001 (Base Offer)
Inquiry No: NW Pump Station

MODEL: 3410 S SIZE: 2x3-1 1/4V QTY: 3

Operating Conditions

SERVICE

LIQUID Water , Rated Temp. 68.0 deg F, SP.GR 1.000, Viscosity
1.000 cp, Rated/Max. suction pressure 0.0 / 0.0 psi g

CAPACITY Rated 400.0 gpm

HEAD 188.0 (ft)

Performance at 3560 RPM per HI 14.6 1B basis power

PUBLISHED EFFY 58.5% (CDS)

RATED EFFY 57.0% with contract seal

RATED POWER 33.2 hp (incl. Mech. seal drag 0.88). (Run out 33.8 hp)

NPSHR 38.2 ft

DISCH PRESSURE (R) 81.5 psi g (126.8 psi g @ Shut off) based on 0.0 psi g rated
suction pressure

PERF. CURVE 3797-3 (Rotation CW viewed from coupling end)

SHUT OFF HEAD 293.0 ft

MIN. FLOW Continuous Stable: 67.8 gpm Hydraulic: 67.8 gpm Thermal:
N/A

Materials

CONSTRUCTION Bronze fitted

CASING Cast iron (max.casing pressure @ rated temperature 175.0 psi g)

CASING WEAR RING Bronze

IMPELLER Bronze - Enclosed (8.1250 in rated, max=11.0000 in, min=5.7500 in)

CASING GASKETS Non asbestos

SHAFT MATERIAL 420SS

SHAFT TYPE Straight bore

SHAFT SLEEVE None

LUBRICATION Regreasable bearings

GLAND 316SS Flush vent and drain with carbon restricting bushing

BEARINGS SKF 6207 (Inboard) / SKF 3306 A/C3 (Outboard)

COUPLING Rexnord - Omega Rex Elastomer- E-5 (standard orange element)-S.F. 1.00

COUPLING GUARD Carbon steel

BASEPLATE Cast iron D00087A

Sealing Method

MECHANICAL SEAL Goulds SealPlus SP1CS (Carbon vs Silicon Carbide) - (Cartridge - Single)

Flanges

250# thickness on discharge (125# drilling)

Liquid End Features

1/4in bronze casing vent valve

Frame Features

Labyrinth oil seals - Inpro VBX

Single extended shaft

i-ALERT@2 Bluetooth Smart Equipment Health Monitor

Assembly and Testing

Casing - Standard hydro test

Impeller balanced to ISO G6.3

Painting

Goulds Blue standard painting

Driver : Electric motor Manufacturer : WEG

FURNISHED BY	Pump Mfg	MOUNTED BY	Pump Mfg
RATING	40.0 hp (29.8 KW)	ENCLOSURE	IEEE841 Severe Duty Premium Efficient
PHASE/FREQ/VOLTS	3/60 Hz/460	SPEED	3600 RPM
INSULATION/SF	F/1.15	FRAME	324TS

Weights and Measurements

TOTAL NET UNIT WEIGHT / VOLUME	1,150.0 lb / 16.2 ft³
TOTAL GROSS UNIT WEIGHT / GROSS VOLUME	1,356.0 lb / 41.1 ft³

Comments

Lead-time: 7-9 Weeks

Program Version 1.76.0.0

Drawing Revision Limit

Drawings returned with status approved as noted or revise and re-submit will be corrected and resubmitted only once. Thereafter, additional comments or revisions to these drawings will incur a charge of \$250 per drawing.

This proposal reflects the intended scope from the customer specifications supplied at the time of quotation. Additional specifications, requirements and scope presented at time of award or during order execution outside the original bid scope request, is subject to a change order with a potential cost and lead-time impact. ITT reserves the right to present engineering charges for more than two revision cycles on submittal drawings, provided these two revision cycles cover the intent of the specifications. ITT requires customer to provide all drawing comments applicable to the specification within the first submission return.

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal.

ITT Inc. ('ITT') submits this proposal as the coronavirus (COVID-19) pandemic ('COVID-19') is impacting organizations and its supply chains around the world. ITT is carefully monitoring our supply chain and production facilities as it relates to this proposal but, given the fluid nature of this pandemic, shall not be liable for impacts arising from COVID-19 and accordingly shall be entitled to any adjustments as it relates to time or cost impacts which directly or indirectly resulting out of or arise in connection with COVID-19. Notwithstanding anything contained in this proposal to the contrary, ITT Inc. further reserves the right to modify or amend any statement made within this proposal due to any impacts arising from COVID-19.

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

ADMINISTRATIVE CONSENT ORDER

In the matter of:

DWEHD Order No. ACO-399-13-2021

SECTION I

FACILITY OWNER/OPERATOR

NAME City of Lowell		OWNER <input checked="" type="checkbox"/>	OPERATOR <input checked="" type="checkbox"/>
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUSINESS IDENTIFICATION NUMBER			
ADDRESS 301 East Main Street			
CITY Lowell	STATE Michigan	ZIP CODE 49331	
CONTACT NAME/TITLE Michael Burns, City Manager		PHONE # 616-897-8457	

FACILITY NAME AND LOCATION

FACILITY NAME City of Lowell		WATER SUPPLY SERIAL NUMBER 03950
FACILITY OWNER IF NOT IDENTIFIED ABOVE		
ADDRESS 301 East Main Street		
CITY Lowell	STATE Michigan	ZIP CODE 49331
COUNTY Kent		
CONTACT NAME Brian VanVeelen		PHONE # 616-897-5234

- 1.1 This document results from allegations by the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD). EGLE alleges that the City of Lowell (Owner/Operator), owner/operator of the above-referenced facility, is in violation of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder.
- 1.2 Specific violations are referenced in the EGLE Significant Deficiency Violation Notice (SDVN) attached to this Administrative Consent Order (Consent Order) as Exhibit A. The Owner/Operator and EGLE agree to resolve the violations set forth therein through entry of this Consent Order. The Owner/Operator agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this Consent Order. This Consent Order, in its entirety, shall consist of Section I, the attached Sections II, III, and IV, Exhibit A, and any other referenced attachments, exhibits, or appendices. This Consent Order shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV and Exhibit A. The Owner/Operator further agrees that this Consent Order shall become effective on the date it is signed by the DWEHD Director, designee of the EGLE Director.

- 1.3 The Owner/Operator agrees to pay a civil fine of \$200 per day for failure to complete corrective actions as specified in Section II, Compliance Schedule, unless an extension has been approved under Section 4.14. Failure to make a timely payment constitutes a violation of this Consent Order.
- 1.4 The Owner/Operator agrees to make payment of all funds due pursuant to this agreement by certified check made payable to the "State of Michigan" and mailed to the Accounting Services Division, Cashier's Office for EGLE, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Consent Order must include "Payment Identification Number RMD90087" on the check. The Owner/Operator agrees not to contest the legality of the civil fine.

Signatories

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Eric J. Oswald, Director
Drinking Water and Environmental Health Division

Date

I, the undersigned, CERTIFY that I am fully authorized by the party identified above to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.

CITY OF LOWELL

Michael Burns, City Manager

Date

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT the Owner/Operator shall take the following actions to prevent further violations of Act 399 and the administrative rules promulgated thereunder and/or to correct the significant deficiencies identified in the SDVN attached to this Consent Order as Exhibit A.

- 2.1 Not later than December 31, 2021, the Owner/Operator shall submit to EGLE, for review and approval, a draft reliability study in accordance with R 325.11203 of the Administrative Rules. At a minimum, the draft reliability study shall include a complete analysis of pumping conditions at the water supply. Pending the flow tests during high demand conditions, the hydraulic model developed for the study may be submitted with the final reliability study as specified in Paragraph 2.3., below. EGLE will notify the Owner/Operator in writing of any deficiencies of the plan.
- 2.2 Not later than January 15, 2022, the Owner/Operator shall work in cooperation with Lowell Township and submit documentation of approval and adoption of a water shortage response plan to EGLE.
- 2.3 Not later than March 31, 2022, the Owner/Operator shall submit to EGLE an approvable, final reliability study with a complete, calibrated hydraulic model.
- 2.4 Not later than May 31, 2022, before beginning any construction or modification of its water supply system, the Owner/Operator shall submit to EGLE, for review and approval, an Act 399 permit in accordance with Section 4 of the Safe Drinking Water Act (Michigan Compiled Law 325.1004).
- 2.5 Not later than October 15, 2022, the Owner/Operator shall commence construction of the approved pumping system remedy in accordance with Act 399 permit issued by EGLE.
- 2.6 Not later than November 30, 2022, the Owner/Operator shall complete construction of the pumping system remedy and be fully operational such that the supply is meeting firm capacity requirements and is in full compliance with the requirements of R 325.11204 of the Administrative Rules.

Sections III and IV of this Consent Order shall not be altered in any way, including adding or eliminating any language, striking terms or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from EGLE renders the Consent Order null and void.

SECTION III - STIPULATIONS

The Owner/Operator and EGLE stipulate as follows:

- 3.1 EGLE is authorized to enter this Consent Order requiring the Owner/Operator to comply with state law under Section 15 of Act 399.
- 3.2 The Owner/Operator consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of EGLE and is enforceable as such under the appropriate provisions of state law identified in this Consent Order. The Owner/Operator agrees not to contest the issuance of this Consent

Order and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable.

- 3.3 The Owner/Operator and EGLE agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Owner/Operator that the law has been violated.
- 3.4 The Signatory to this Consent Order on behalf of the Owner/Operator agrees and attests that he/she is fully authorized to ensure that the Owner/Operator will comply with all requirements under this Consent Order.
- 3.5 The Owner/Operator shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this Consent Order.

SECTION IV - GENERAL PROVISIONS

The Owner/Operator and EGLE further stipulate as follows:

- 4.1 With respect to any violations not specifically addressed and resolved by this Consent Order, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Owner/Operator to comply with the requirements of Act 399 and the administrative rules promulgated thereunder.
- 4.2 EGLE and the Owner/Operator consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to the provisions of Act 399.
- 4.3 This Consent Order in no way affects the Owner/Operator's responsibility to comply with any other applicable local, state, or federal laws or regulations.
- 4.4 EGLE reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and applicable statutory fines for any violation of this Consent Order.
- 4.5 Nothing in this Consent Order is or shall be considered to affect any liability the Owner/Operator may have for natural resource damages caused by the Owner/Operator's acts or omissions at the facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
- 4.6 In the event the Owner/Operator sells or transfers the facility, he/she shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, the Owner/Operator shall also notify the DWEHD District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be submitted to the DWEHD District Supervisor within 30 days of assuming the obligations of this Consent Order.
- 4.7 The provisions of this Consent Order shall apply to and be binding upon the parties to this action and their successors and assigns.

- 4.8 This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

Reporting

- 4.9 The Owner/Operator shall make all submittals and written notifications required by this Consent Order, to the DWEHD District Supervisor, EGLE, Grand Rapids District Office, State Office Building, 5th Floor, 350 Ottawa Avenue NW, Unit 10, Grand Rapids, Michigan 49503-2341. The cover letter with each submittal or notification shall identify the specific paragraph and requirement of this Consent Order that the submittal or notification is intended to satisfy.
- 4.10 The Owner/Operator shall verbally report any violation(s) of the terms and conditions of this Consent Order to the DWEHD District Supervisor 616-307-0322 by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with submittal of a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Owner/Operator shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

Retention of Records

- 4.11 Upon request by an authorized representative of EGLE, the Owner/Operator shall make available to EGLE all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to applicable laws or rules. All such documents shall be retained by the Owner/Operator for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

Right of Entry

- 4.12 The Owner/Operator shall allow any authorized representative or contractor of EGLE, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of EGLE to conduct tests and inspections pursuant to Act 399 and the administrative rules promulgated thereunder or any other applicable statutory provision.

EGLE Approval of Submittals

- 4.13 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to EGLE by the Owner/Operator, the following process and terms of approval shall apply:
- a. All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule and all of the information required by the applicable paragraph(s) of this Consent Order.

- b. In the event EGLE disapproves a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the reasons for such disapproval. The Owner/Operator shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for EGLE's disapproval. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.
- c. In the event EGLE approves with specific modifications, a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. EGLE may require the Owner/Operator to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.
- d. Upon EGLE approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- e. Failure by the Owner/Operator to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order, and shall subject the Owner/Operator to the enforcement provisions of this Consent Order.
- f. Any delays caused by the Owner/Operator's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Owner/Operator's responsibility to comply with any other deadline(s) specified in this Consent Order.
- g. No informal advice, guidance, suggestions, or comments by EGLE regarding reports, work plans, plans, specifications, schedules, or any other writing submitted by the Owner/Operator will be construed as relieving the Owner/Operator of his/her obligation to obtain written approval, if and when required by this Consent Order.

Extensions

- 4.14 The Owner/Operator and EGLE agree that EGLE may grant the Owner/Operator a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request to the DWEHD District Supervisor no later than ten business days prior to the pertinent deadline and shall include:
- a. Identification of the specific deadline(s) of this Consent Order that will not be met.
 - b. A detailed description of the circumstances that will prevent the Owner/Operator from meeting the deadline(s).

- c. A description of the measures the Owner/Operator has taken and/or intends to take to meet the required deadline(s).
- d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this Consent Order shall be valid unless in writing from EGLE and, if applicable, signed by both parties.

Termination

4.15 This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by EGLE. Prior to issuance of a written TN, the Owner/Operator shall submit a request consisting of a written certification that the Owner/Operator has fully complied with the requirements of this Consent Order and has made payment of any fines required in this Consent Order. Specifically, this certification shall include:

- a. The date of compliance with each provision of the compliance program in Section II of this Consent Order, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the DWEHD District Supervisor.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the facility.

EGLE may also request additional relevant information. EGLE shall not unreasonably withhold issuance of a TN.

Memorandum



DATE: October 26, 2021

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

**RE: Northwest Pumping Station Controls
and SCADA Upgrades**

With the need for improving the pump capacity at the Northwest Pumping Station, we also need to upgrade the controls and operating systems at the station. This includes installation of Variable Frequency Drives and SCADA to allow us to more efficiently operate the system and provided to the township the water they need. This was included work when we planned the pump station improvements for the current fiscal year.

We have been in contact with RS Technical Services on the set up of the SCADA and operational system at the Northwest pump station. RS Technical has been our SCADA contractor since the City started to convert over the system. They designed the water plant SCADA and the Northeast pump station SCADA so they can smoothly integrate together. The SCADA design for the Northwest pump station is very similar to the other pump station and this work will complete the integration process of all components of the system.

RS Technical has provided us with a quote for the necessary equipment and labor to upgrade with new control panels, upgrade the electrical wiring, installation of necessary monitors and communications devices, upgrading of the three pumps with variable frequency drives, and all the necessary labor for the installation of the system. Installation of VFD's on the three pumps will allow the pumps to be controlled to meet system demands utilizing a variable speed drive. This will allow the pumps to start off slow and ramp up to the necessary speed to provided water and then be able to adjust the speed to meet the system needs. On shutdown they will slow down as system needs are reduced. The pumps currently turn on when needed at their high speed capacity, and shut off as they meet system demands. The hard starts and stops do not lend any leeway for equalizing electrical demands when the pumps need to meet lesser flows.

This improvement to the Northwest pump station will allow us to better operate the system to meet the demands of the township. The added VFD's and SCADA will allow water plant personnel to better regulate the flows into the township as needed. Having the ability to observe the operations of the system at any time, to have instantaneous information available on all the components of the system, and to be able to make changes from the water plant to meet the needs of the township, will all help to improve the operation of our water system and improve our service to the township.

Back in March when we put together the current fiscal year budget we anticipated the Northwest Pump Station improvements to cost about \$175,000. Prices have gone up since that time. The quotes we have received for the new pumps (\$46,988.40) and the controls and SCADA improvements (\$136,602.81) brings the current cost to \$183,591.21. We still need to hire a company to install the pumps in the station.

It is my recommendation: **That the Lowell City Council approve the quote from RS Technical Services, Inc., Lowell, MI, dated October 25, 2021, for the installation and all necessary wiring of the SCADA system and pump VFD upgrades at the Northwest Pump Station on Gee Dr., for a cost of \$136,602.81.**

QUOTATION

RS Technical Services, Inc.

695 Lincoln Lake Ave.
Lowell, Michigan 49331
(616)-897-7041 Fax (616)-897-3015

Quote # **CO- 16587**

Date 10/25/2021
Job No:

SCADA

To: **LOWELL WTP, CITY OF**

1596 BOWES RD

LOWELL

MI

49331

Attn Ralph

Attn:

Phone 616 897 5234

Fax: (616) 897-4085

Ship To: NW Gee Drive Booster Station

Shipping Details

☐

No Partial

☐

Partials

☐

F.O.B. Dest

☐

F.O.B. Ship Point

Item#	Qty	Part Number	Description	Unit Price	Amount
1	3	EQUIPMENT	Allen Bradley 23C-D060A10ENNMANN-LR PowerFlex 400 Packaged Variable Frequency Drive: 40 HP, 60A @ 480VAC, 3phase power, type 1 enclosure w/ circuit breaker disconnect & line reactor	9149.00	27447.00
2	1	MISC	VFD Electrical installation by Clorwell Electric (see attached notes)	20900.00	20900.00
3	3	MISC	LOT: installation materials per VFD: 2 x 2c shielded control wire cables to link to existing Control Panel, labels, relays	230.00	690.00
4	48	FSH	ESTIMATED FIELD SERVICE HOURS: land control wires, configure & startup VFDs w/ existing controls	105.00	5040.00
5	0	NOTE	Lines 1-4 can be supplied without remaining items but does NOT include: new wireless communication with WTP; EtherMeter flow meter integration -- new Booster Station Control Panel is required for these options.	0.00	0.00

Subtotal: \$136,602.81

Estimated Shipping Charges \$0.00

Salestax: \$0.00

**** Please sign and return so that we can proceed with your order. ****

Net 30 Day Total: \$136,602.81

Net 31 - 60 Day Total: \$138,651.85

Net 61 - 90 Day Total: \$140,731.63

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING

This quotation is valid for 30 days and subject to the attached terms and conditions. Thereafter it is subject to change without notice. Quoted pricing and or discounts are predicated on receiving a single order for the quantities as listed. Order deviations may result in price or discount changes. All freight is now prepaid and added to invoices. "Destination" customers: add freight charge to any parts price before issuing your purchase order. All returns subject to 25% restocking fee. Credit Card Order minimum is \$100.00. Thank you for this opportunity to quote.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Authorized
Signature: _____

Date: _____

Quoted By: continued on next page

QUOTATION

RS Technical Services, Inc.

695 Lincoln Lake Ave.
Lowell, Michigan 49331
(616)-897-7041 Fax (616)-897-3015

Quote # **CO- 16587**

Date 10/25/2021
Job No:

To: **LOWELL WTP, CITY OF**

Ship To: NW Gee Drive Booster Station

1596 BOWES RD

LOWELL MI 49331

Attn: Ralph

Attn:

Phone 616 897 5234

Fax: (616) 897-4085

Shipping Details

☐ No Partial ☐ Partials ☐ F.O.B. Dest ☐ F.O.B. Ship Point

Item#	Qty	Part Number	Description	Unit Price	Amount
6	1	EQUIPMENT	Pump Station Control Panel: complete with CompactLogix PLC, 19" color touch screen HMI, fiber optic network equipment, space for EtherMeter, 9+ port managed network switch for network comm's with new VFDs	57200.00	57200.00
7	1	EQUIPMENT	RADIO PANEL: 316SS NEMA4X enclosure, 36"x36"x12", vent, fan & rain hoods, fiber optic network equipment, heater	12000.00	12000.00
8	500	430066G01	SUPERIOR ESSEX Fiber-Optic Cable, Orange Jacket, 6 Strand Multimode 62.5/125	0.70	350.00
9	3	1585J-M8HB-15	Allen Bradley ethernet cable, 600V rated teal jacket, RJ45 straight male plug x flying leads, 15 meters	138.08	414.24
10	3	1585J-M8CC-C	Allen Bradley RJ45 Field Attachable connector	47.19	141.57
11	12	FSH	ESTIMATED FIELD SERVICE HOURS: mount Wifi equipment on NW Ground Storage Tank & WTP Lime Silo (antennas supplied by others), align antennas for optimal communication.	105.00	1260.00

Subtotal: \$136,602.81

Estimated Shipping Charges \$0.00

Salestax: \$0.00

**** Please sign and return so that we can proceed with your order. ****

Net 30 Day Total: \$136,602.81

Net 31 - 60 Day Total: \$138,651.85

Net 61 - 90 Day Total: \$140,731.63

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING

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The above prices, specifications and conditions are satisfactory and are hereby accepted.

Authorized
Signature: _____

Date: _____

Quoted By: continued on next page

QUOTATION

RS Technical Services, Inc.

695 Lincoln Lake Ave.
Lowell, Michigan 49331
(616)-897-7041 Fax (616)-897-3015

Quote # **CO- 16587**

Date 10/25/2021
Job No:

To: **LOWELL WTP, CITY OF**

1596 BOWES RD

LOWELL MI 49331

Attn Ralph

Phone 616 897 5234

Fax: (616) 897-4085

Ship To: NW Gee Drive Booster Station

Attn:

Shipping Details

☐ No Partial ☐ Partials ☐ F.O.B. Dest ☐ F.O.B. Ship Point

Item#	Qty	Part Number	Description	Unit Price	Amount
12	1	MISC	Electrical conduit installation between Booster Station CP and Radio Panel by Clorwell Electric (see attached notes)	9900.00	9900.00
13	12	FSH	ESTIMATED FIELD SERVICE HOURS: install, program and startup EtherMeter in new SCADA Panel, program SCADA to communicate with EtherMeter over network, read flow rate, totals & alarms	105.00	1260.00

Subtotal: \$136,602.81

Estimated Shipping Charges \$0.00

Salestax: \$0.00

**** Please sign and return so that we can proceed with your order. ****

Net 30 Day Total: \$136,602.81

Net 31 - 60 Day Total: \$138,651.85

Net 61 - 90 Day Total: \$140,731.63

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING

This quotation is valid for 30 days and subject to the attached terms and conditions. Thereafter it is subject to change without notice. Quoted pricing and or discounts are predicated on receiving a single order for the quantities as listed. Order deviations may result in price or discount changes. All freight is now prepaid and added to invoices. "Destination" customers: add freight charge to any parts price before issuing your purchase order. All returns subject to 25% restocking fee. Credit Card Order minimum is \$100.00. Thank you for this opportunity to quote.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Authorized
Signature: _____

Date: _____

Quoted By: **NATE SEIF**



LOWELL CITY COUNCIL

MEMORANDUM

DATE: October 28, 2021

TO: Mayor DeVore and the City Council

FROM: Michael T. Burns, City Manager *MTB*

RE: USDA-RD Signature Responsibilities –
Monroe/Washington project

As we move forward in our application process with the United States Department of Agriculture Rural Development program, there are a number of items which must be signed by the Chief Executive Officer of the City. These items must be signed upon electronically through the system used by USDA-RD. If you recall, the City Charter designates that the Mayor is Chief Executive Officer of the City and I am the Chief Administrative Officer of the City.

There are security protocols which must be met for the Mayor to sign these documents. The Mayor has tried to complete these protocols and it's been a challenge doing so. In addition, I have already been approved for all of the security protocols. Furthermore, some of these items which will need to be signed on may be time sensitive. To expedite the process, the Mayor and City Council can approve for me to sign these documents.

I have discussed this with Mayor DeVore and he has no issues with allowing me to be the signatory for all matters pertaining to the USDA-RD program for the Monroe/Washington project.

City Council would need to approve action to provide me with signature responsibilities for the USDA-RD program regarding the Monroe/Washington project.

Memorandum



DATE: October 27, 2021

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

RE: Cross Connection Control Program

The City of Lowell is required to have a water Cross Connection Control program by ordinance (Ord 25-31 attached) and by the State of Michigan Part 14 of the Michigan Safe Drinking Water Act (Act 399). A cross connection is a connection or arrangement of piping or appurtenances through which backflow of non-potable water could flow into the public drinking water supply. We have had an inspection program to help oversee our system and keep it safe from contamination. For many years this program has been run for us by Hydrocorp out of Troy Michigan. We wish to continue their services.

Our program has been mostly directed towards commercial and industrial customers since its inception. HydroCorp schedules appointments with the customers and performs the inspections. On site they inspect the water service and backflow prevention devices at each location. They review testing compliance and results, and perform revisits of sites as needed. Each year they provide the necessary reporting documentation to the State of Michigan for the City. I have attached last year's report. Based on requirements of EGLE, they will perform a minimum of 88 initial inspections during the year.

According to the Safe Drinking Water Act, a cross connection program is also to service residential customers of our system. EGLE has been pushing all communities to start including residential customers for cross connection inspections. In the past the residential program was very small, with under 25 residential units inspected. I believe these were only locations with known backflow devices. EGLE has expanded the program to now include a significant number of residential customer.

We have received a quote from HydroCorp to perform these residential cross connection inspections for the City of Lowell. While most residential customers do not have backflow prevention devices, there are still many ways a residential property could be cross connecting back into our water system. These include utility sinks, exterior faucets and hoses, hot water heating devices, lawn irrigation, etc. The residential program will look for these potential problem areas, make sure proper backflow prevention devices are being utilized, remove any potential unrealized cross connections, and help to educate residential customer as to the importance of this program. Because of the EGLE change, the residential cross connection inspection program will see a minimum of 138 inspections during the year, based on EGLE requirements.

HydroCorp has provided us separate two-year quotes for commercial inspections and residential inspections. The commercial program yearly quote is for \$10,842.00 and the residential program yearly quote is for \$10,833.00. The total yearly amount is \$21,675.00. The contract would be for two years. We have budgeted \$25,000 for the current fiscal year.

It is my recommendation: **That the Lowell City Council approve the quote from HydroCorp, Troy MI, dated August 18, 2021, for the two-year Commercial Cross Connection Control program at a cost of \$10,842.00 per year, and the quote dated August 18, 2021, for the two-year Residential Cross Connection Control Program at a cost of \$10,833.00 per year, for a total two year cost of \$43,350.00, and authorize the Mayor and City Clerk to sign the agreements.**

Commercial cross connection contract proposal.
Minimum 88 annual inspections (based on EGLE requirements)
Cost per inspection in proposed new contract: \$123.20
Cost per inspection in current contract: \$119.17
Increased 3.4%

**Proposed contract total
cost: \$21,684**

PROPOSAL

DEVELOPED FOR

Ralph Brecken

City of Lowell

217 South Hudson St.

Lowell, MI 49331

August 18, 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

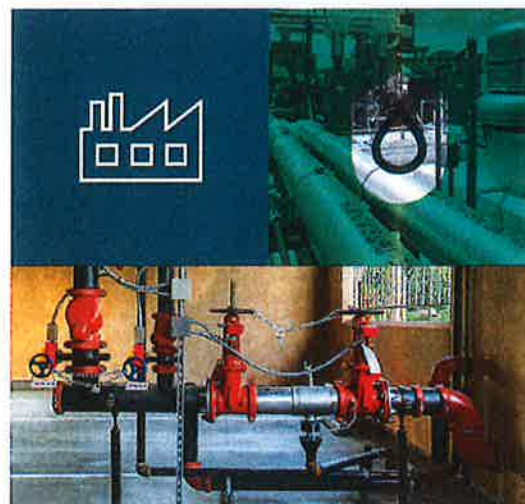
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Lowell. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **88** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the city served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 903.50

Annual Amount: \$ 10,842.00

Contract Total: \$ 21,684.00

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 903.50

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE by and between the City of Lowell, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
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2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **175** inspections over a **two – (2) year period**. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **350** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). ***Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.***
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **September 1, 2021**, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$903.50 per month, \$10,842.00 annually, for a two - year contract total of \$21,684.00.** Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter



a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Lowell
c/o Ralph Brecken
217 South Hudson St.
Lowell, MI 49331
(616) 897-5929

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Lowell

By: _____

Title:

HydroCorp



By: Paul M. Patterson

Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Residential cross connection contract proposal.
Minimum 138 annual inspections (based on EGLE requirements)
Cost per inspection (proposed new contract): \$78.50
Cost per inspection in current contract: \$73.00
Increased 7.5%

**Proposed contract total
cost: \$21,666**

PROPOSAL

DEVELOPED FOR

Ralph Brecken

City of Lowell

217 South Hudson St.

Lowell, MI 49331

August 18, 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
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info@hydrocorpinc.com EMAIL



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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Lowell. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **138** initial inspections, compliance inspections, and re-inspections at individual residential and multi-family residential properties served by the public water supply for cross-connections. Inspections will be conducted of the property's interior and exterior.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to four- (4) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
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WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

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The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

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- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
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- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

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- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to four (4) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
 - Multifamily
- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **276** inspections over a **two – (2) year period**. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code, and Michigan Residential Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **276** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on September 1, 2021, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$902.75 per month, \$10,833.00 annually, for a two - year contract total of \$21,666.00.** Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter



a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Lowell
c/o Ralph Brecken
217 South Hudson St.
Lowell, MI 49331
(616) 897-5929

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Lowell

By: _____

Title:

HydroCorp



By: Paul M. Patterson

Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Sec. 25-31. - Cross-connection control.

The city adopts by reference the water supply cross connection rules of the MDEQ as set forth in Sections 325.11401 through 325.11407 of the 1979 Michigan Administrative Code, as may be amended or replaced from time to time and pursuant thereto the city shall eliminate and prevent all cross connections pursuant to a cross-connection control plan which the city has established and which has been approved by the MDEQ.

(Ord. No. 09-04, § 2, 10-5-09)

Sec. 25-32. - Cross connections prohibited.

- (a) A cross connection shall not be made between the water system and a secondary water supply.
- (b) A cross connection shall not be made by submerged inlet.
- (c) A cross connection shall not be made between the water system and piping which may contain sanitary waste or a contaminant.
- (d) A cross connection shall not be made between the water system and piping immersed in a tank or vessel which may contain a contaminant.

(Ord. No. 09-04, § 2, 10-5-09)

Sec. 25-33. - Inspections.

The city manager is hereby reserved the right to cause inspections to be made of all properties in the city served by the water system where cross connections are deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be as provided in the city's cross-connection control plan and as approved by the MDEQ.

(Ord. No. 09-04, § 2, 10-5-09)

Sec. 25-34. - Right of entry.

Representatives of the city authorized by the city manager shall have the right to enter at any reasonable time any property served by a connection to the water system for the purpose of inspecting the piping system or systems thereof for cross connections. Upon request, the owner, lessees or occupants of any property so served shall furnish such representatives all pertinent information regarding the piping system or systems of such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of a cross connection.

(Ord. No. 09-04, § 2, 10-5-09)

Sec. 25-35. - Discontinuance of water service.

The city manager is authorized and directed to discontinue or cause the discontinuance of water service after reasonable notice to any property that has a cross connection in violation of this article and to take such other measures he/she deems necessary to eliminate any danger of contamination to the water system. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with this article.

(Ord. No. 09-04, § 2, 10-5-09)

Sec. 25-36. - Testing backflow prevention assemblies.

Backflow prevention assemblies shall be tested upon installation to determine that they are working properly. Subsequent testing of backflow prevention assemblies shall be on an annual basis as required by the city in accordance with MDEQ requirements. Only a person approved and certified by the state shall be qualified to perform such testing and said person shall certify the results of such testing.

(Ord. No. 09-04, § 2, 10-5-09)

Sec. 25-37. - Protection of water supply.

The potable water supply made available on the properties served by the water system shall be protected from possible contamination as specified in this article and by the state and city plumbing codes. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable water system must be labeled in a conspicuous manner as water unsafe for drinking.

(Ord. No. 09-04, § 2, 10-5-09)



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

2020 WATER SUPPLY CROSS CONNECTION REPORT

*Issued under authority of 1976 PA 399, as amended, MCL 325.1001 et seq., and its administrative rules.
Failure to submit this form is a violation of the Act and may subject the water supply to enforcement actions.*

Return the completed form by March 31, 2021, to the appropriate Department of Environment, Great Lakes, and Energy (EGLE) district office to comply with administrative Rule R 325.11405 that states "a water utility shall report annually to the department on the status of the cross connection control program on a form provided by the department." For district office addresses, visit Michigan.gov/CommunityWater and then click on *District Offices Map and Contact Information*.

	WSSN:	3590
A. Name of water system:	City of Lowell	County: Kent
B. Year that the current written cross connection control program was approved by EGLE:		2010
C. Total number of industrial, commercial, institutional, residential, and governmental accounts that must be routinely reinspected for cross connections:		319
Of this number,		
- How many are High Hazard accounts:	20	Frequency of Reinspection: Once per: 12 Mon
- How many are Low Hazard accounts:	297	Frequency of Reinspection: Once per: 60/120 Mon
D. Number of accounts from line "C" that received an initial inspection in 2020:		0
E. Total number of reinspections required and completed in 2020 based on degree of hazard:		
- High hazard reinspections required:	20	High hazard reinspections completed: 20
- Low hazard reinspections required:	56	Low hazard reinspections completed: 87
F. Number of accounts where a cross connection(s) was found to exist during inspections or reinspections in 2020:		7
G. Number of accounts from line "F" where corrective actions have been completed:		0
H. Total number of accounts from line "C" which are now in compliance with the local cross connection control program; $H = C - (F - G)$:		253
I. Total number of backflow prevention devices in system requiring testing:		164
J. Number of backflow prevention devices tested in 2020:		129

Outline briefly any changes or significant findings since last reporting. Use additional sheets if necessary.

Narrative Description of Program:

Due to health concerns & shut down's caused by COVID-19, some high hazard and medical-related water customers were not inspected in 2020.

Name: Ralph Brecken Digitally signed by Ralph Brecken
Date: 2021.02.26 14:36:58 -05'00'

Title: Utilities Supervisor Date: 2/26/2021

2020 Water Supply Cross Connection Report Notes

City of Lowell

Non-residential water customers:

- 293 water customers:
 - * 292 of 293 water customers have been inspected.
 - * 0 of 292 water customers inspected received their initial inspection in 2020.
 - * 232 of 292 water customers inspected are compliant.
 - * 39 of 292 water customers inspected are not compliant.
 - * 21 of 292 water customers inspected have been identified as vacant buildings.
- High Hazard water customers:
 - * 19 of 20 water customers were inspected in 2020.
 - * 1 of 20 water customers were not inspected in 2020, annual inspection of these customers will resume in 2021.
 - * 0 of 20 water customers received their initial inspection in 2020.
- Testable Backflow Prevention Assemblies
 - * All testable assemblies are required to be tested once every 12 months.
 - * 129 of 164 assemblies were tested in 2020.
 - * Assemblies not tested are either in the notification process or are seasonal assemblies, identified after the system was winterized and are scheduled for May 2021.
- Approximately 87 non-residential inspections will be completed in 2021.

Residential water customers:

- 26 water customers:
 - * 25 of 26 water customers have been inspected.
 - * 0 of 25 water customers inspected received their initial inspection in 2020.
 - * 21 of 25 water customers inspected are compliant.
 - * 3 of 25 water customers inspected are not compliant.
- Testable Backflow Prevention Assemblies
 - * All testable assemblies are required to be tested once every 36 months.
 - * 0 of 0 assemblies were tested in 2020.
- Approximately 12 residential inspections will be completed in 2021.

Memorandum



DATE: October 28, 2021

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

RE: Water Treatment Plant Car Replacement

In the current year budget, we anticipated replacing the staff car used by the Water Plant with a new vehicle. The current vehicle is a 2010 Chevy Impala with about 140,000 miles on it. The vehicle body is rusting. Last time it was placed on the hoist for maintenance the lifting arms started to crush at the frame lift points. This vehicle is an old police cruiser that has provided the City good service, but is ready to be retired from service.

For the water plant personnel, they use a vehicle to travel the City for water sampling, to pick up parts for the water plant, and to travel to nearby communities for work related needs. If the current vehicle was reliable they would use it to attend conferences and other training session.

With the vehicle used mostly for short daily travels, we are considering replacement with an electric vehicle. We priced out a Chevy Volt EUV. Through State of Michigan MiDeal Program we can obtain the vehicle for \$31,791.00. We have budgeted \$35,000 to replace this vehicle.

The trend is moving towards electric vehicles in the near future. The City of Lowell, by making a purchase of one will help us to be more energy conscious, and more environmentally clean with a zero-emission vehicle. With gasoline costs about \$3 per gallon and on the rise with no change in the foreseeable future the cost to operate a standard combustion engine vehicle will stay high in comparison to utilizing electricity. According to automotive experts, the cost to fully charge a Chevy Bolt overnight is about \$8 (based on a cost of \$0.1327/kWh). A Chevy Bolt takes about 7 hours to fully charge and has a range of about 240 miles.

There are other maintenance benefits with an electric vehicle such as no need for oil or air filters, and the continuous maintenance that goes with those, and no need for a muffler or catalytic converter! Other maintenance items such as brakes, wheels, heating/cooling fluids and hoses, headlights, are still necessary however.

It is my recommendation: **That the Lowell City Council approve the quote from Berger Chevrolet Inc., Grand Rapids, MI, dated October 8, 2021, for the purchase of a Chevrolet Bolt EUV 1LT through the State of Michigan MiDeal Program, for a cost of \$31,791.00.**

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$31,791.00

Vehicle Description:

Number of units 1

Year 2022

Make Chevrolet

Total Bid Amount \$31,791.00

Model Bolt EUV 1LT

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

City of Lowell

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Price includes title fee and delivery.

Fax (616) 988-9178

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 10/8/2021

\$37,000 Budgeted

\$31,791 Cost of vehicle

\$5,209 Below approved budgeted amount.



Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Lowell 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL
1FF48	2022 Chevrolet Bolt EUV FWD 4dr LT

COLORS

CODE	DESCRIPTION
GRC	Gray Ghost Metallic

OPTIONS

CODE	DESCRIPTION
2LT	LT Preferred Equipment Group includes standard equipment
AR7	Seats, front bucket
EN0	Engine, none
FE9	Emissions, Federal requirements
GRC	Gray Ghost Metallic
H1N	Jet Black, Cloth seat trim (STD)
IOS	Audio system, Chevrolet Infotainment 3 Plus System 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
MMF	Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m]) (STD)
RSB	Wheels, 17" (43.2 cm) Silver painted aluminum (STD)

Options Total

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14886. Data Updated: Oct 8, 2021 12:16:00 AM PDT.



Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Lowell 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Engine, none

Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m]) (STD)

Electric Propulsion

Keyless start, push-button

Electronic Precision Shift, button and trigger based drive unit interface; includes One Pedal Driving button

Final drive ratio, 7.05:1

Front wheel drive

Battery, Propulsion, Lithium-ion, Rechargeable Energy Storage System

DC fast charging

Charging module, 11.5 kW high-voltage

Battery, 12-volt with rundown protection

Charge cord, Dual Level, 120-volt and 240-volt capability changeable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection

Recovery hook, front

Recovery hook, rear

Suspension, Performance Ride and Handling

Suspension, front independent

Suspension, rear, semi-independent, compound crank

Steering, power, non-variable ratio, electric

Brakes, 4-wheel antilock, 4-wheel disc

Brake, electronic parking


Exterior

Wheels, 17" (43.2 cm) Silver painted aluminum (STD)

Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing

Luggage rack, side rails, roof mounted

Headlamps, LED

 At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14886. Data Updated: Oct 8, 2021 12:16:00 AM PDT.



Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Lowell 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Exterior

Headlamp control, automatic on and off

IntelliBeam, auto high-beam

Lamp, center high-mounted stop/brake (CHMSL), LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding with integrated turn signal indicators

Glass, solar absorbing

Windshield, solar absorbing

Wipers, front intermittent, variable, with washers

Wiper, rear intermittent with washer

Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 Plus System 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

Audio system feature, 6-speaker system

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experiences and easier navigation. With the Platinum Plan, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Audio system feature, SD card receptacle

Wireless Apple CarPlay/Wireless Android Auto capability

Antenna, roof-mounted shark fin, body-color

Interior

Seats, front bucket

Seat trim, Cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

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Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Lowell 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (✔ Complete)

Interior

Head restraints, front, adjustable (up/down)

Seat, rear 60/40 split-folding

Head restraints, rear, outboard seats, articulating

Console, floor, with armrest

Power outlet, auxiliary located forward of the front storage bin

Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, carpeted rear (Deleted when LPO floor mats or floor liners are ordered.)

Steering column, tilt and telescopic

Steering wheel, deluxe, flat-bottom

Steering wheel controls, mounted audio, phone and cruise control

Steering wheel controls, Regen on Demand, steering wheel paddle, regenerative braking

Lighting, interior, ambient instrument panel

Driver Information Center 8" diagonal enhanced multi-color configurable graphic display with 2 themes and energy-use monitors

Outside temperature display, located in the infotainment display

Display, vehicle efficiency with programmable charge times

Drive mode control switch (Normal and Sport)

Charge control, programmable time of day with charging status indicator light on instrument panel

Charge control, location based, selectable GPS enabled with programmable "home" charging setting

Windows, power with driver Express-Up and Down

Window, power with front passenger Express-Up and Down

Windows, power with rear Express-Down

Door locks, power programmable with lockout protection

Lock control, liftgate, power remote lock/unlock

Keyless Open, passive unlock and lock on all doors and liftgate


Remote Keyless Entry, extended range with remote start, panic button and door lock/unlock functions

Remote vehicle starter system includes Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, electrical, unauthorized entry

Theft-deterrent system, immobilizer

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Interior


- Remote panic alarm
- Wireless Charging for devices
- USB charging-only ports, one type-A and one type-C, charging only, located on rear of center console
- Air conditioning, single-zone automatic climate control
- Air filter, cabin
- Sensor, cabin humidity
- Defogger, rear-window electric
- Heat ducts, rear
- Glovebox, passenger-side
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors, covered, sliding
- Assist handle, front passenger
- Assist handles, rear outboard
- Lighting, interior, dual reading
- Lighting, interior, illuminated entry
- Lighting, rear cargo compartment lamp
- Door handles, inside, chrome
- Storage, rear cargo area, intended for charging cord, covered
- Storage, rear cargo, double floor
- Cargo cover
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Traction Control

Safety-Exterior

- Pedestrian safety signal, automated external sound generator at low speeds alerts pedestrians of vehicle presence
- Daytime Running Lamps, LED with signature lighting

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Lowell 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Safety-Interior

Airbags, driver and front passenger dual-stage frontal includes Passenger Sensing System; roof-rail side-impact and thorax side-impact seat-mounted for front and rear outboard seating positions; driver and front passenger knee (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator

Seat belts, 3-point driver and front passenger includes pretensioners and load limiters

Seat belts, 3-point, rear outboard and center position

Restraint provisions, child, Isofix 2 point only, point/latch includes 3 top tether points

Safety belt indicator, driver

Safety belt indicator, front passenger

Rear Seat Reminder

Door locks, rear child security

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, manual learn


Tire Fill Alert

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WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Hybrid/Electric Components Years: 8


Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Chevrolet Grows EV Lineup with 2022 Bolt EUV and Bolt EV

All-Electric Bolt EUV is first Chevy to offer Super Cruise¹

2021-02-14

• **Editor's Note:** Updated with official EPA certification on May 11, 2021.

DETROIT — Today, Chevrolet expanded its electric vehicle portfolio with the introduction of the new, all-electric 2022 Bolt EUV, alongside the redesigned 2022 Bolt EV.

Distinguished by unique exterior designs, including an SUV-like proportion for the new Bolt EUV, each is propelled by the proven technology that helped make the Bolt EV the industry's first affordable, long-range electric vehicle — and both are part of General Motors' plan to launch 30 new EVs globally by 2025.

"We want to put everyone in an EV and the new Bolt EUV and redesigned Bolt EV are crucial to doing so," said GM President Mark Reuss. "Together, they enable mainstream customers to be part of our vision of zero crashes, zero emissions and zero congestion."

The Bolt EV has led the charge in putting more drivers in electric vehicles. Since its market introduction in 2017, global sales have topped 100,000 and it has generated some of the best satisfaction and loyalty ratings in the industry. In the U.S., three-quarters of Bolt EV buyers are new to GM.

"The new Bolt EUV is the best of the Bolt EV packaged in an SUV-like vehicle with more technology and features, giving customers more choices and reasons to switch to electric," said Steve Hill, vice president of Chevrolet. "This is an opportunity for Chevy to capitalize on the success we've built with the Bolt EV and bring new customers into the Chevy family."

Along with broadening the brand's electric vehicle lineup, the Bolt EUV will also be the first Chevrolet vehicle to offer Super Cruise¹, the industry's first true hands-free driver assistance system for enabled roads.

Chevrolet is also making charging more convenient with a new Dual Level Charge Cord, which, for many customers, will eliminate the need to purchase a separate charger for their home. It has a changeable plug that allows the customer to plug into a standard 120-volt three-prong outlet for Level 1 charging and a 240-volt outlet for Level 2 charging up to 7.2 kilowatts.

The new Dual Level Charge Cord is standard with Bolt EUV and is available for Bolt EV. For maximum Level 2 charging speed, both vehicles are now capable of 11 kW Level 2 charging, but separate charging equipment (not included) is required.

Additionally, Chevrolet will cover standard installation of Level 2 charging capability for eligible customers who purchase or lease a 2022 Bolt EUV or Bolt EV, helping even more people experience how easy it is to live electric. In collaboration with Qmerit, the offer gives customers access to faster charging right where they want it — at home — and with the new available Dual Level Charge Cord, a standalone charging station is not required².

When it comes to on-the-go public charging, General Motors is providing customers with convenient and expanded access. GM and EVgo, the nation's largest public fast-charging network, are collaborating to **triple the number of fast chargers**, with the addition of more than 2,700 chargers around the country by the end of 2025.

Chevrolet customers also have location access to more than 80,000 chargers in North America through the Energy feature within their myChevrolet app¹⁶. It enables owners to plan and manage their routes more efficiently, locate available charging stations along their route, receive real-time alerts about range and easily pay for public charging through the click-to-charge feature.

The starting price for both vehicles is less than the 2021 Bolt EV. The 2022 Bolt EUV is priced from \$33,995³ (including destination freight charge), and the 2022 Bolt EV starts at \$31,995³ (including DFC), before any available state, local or utility incentives. Both will be available this summer.

"We've lowered Bolt EV's base price by more than \$5,000 from the 2021 model, proving our commitment to make EVs attainable for everyone," added Hill.

A special, limited-production Launch Edition of the Bolt EUV is also available, offering the Super Cruise¹ driver assistance feature, sunroof, unique wheels, special badging and an illuminated charge port for \$43,495³ (including DFC). Customers can reserve the Launch Edition now at www.chevrolet.com.

Design distinctions

The new Bolt EUV and redesigned Bolt EV share an architecture, but their designs are unique. No exterior sheet metal parts are shared between the two vehicles and the EUV is approximately 6 inches longer.

"The new Bolt EUV and Bolt EV build on our bold and athletic Chevrolet SUV design themes, but are executed in a uniquely electric way," said Phil Zak, executive design director, Chevrolet. "These two designs feature excellent proportions and tech-focused interiors, with more premium materials, which are key to our growing EV portfolio."

Bolt EUV brings its own character to the growing small SUV segment with a modern, muscular design and a roomier interior and ample rear legroom. It also features a distinctive front-end with a sculpted grille and signature lighting, including standard LED headlamps and Chevy's brand-specific, high-eye daytime running lamps, which double as sequential turn-signal indicators.

Additional Chevy SUV styling cues on the EUV include a center crease line that runs from the front fascia through the hood and seamless horizontal body lines that give a sense of motion even when the vehicle is standing still. Standard roof rails also reinforce the SUV aesthetic.

For Bolt EV, the design updates include a new, more upright front fascia and new front and rear lighting signatures — including the signature high-eye daytime running lights in front.

Inside, both vehicles feature new instrument panels, vehicle controls and seats, with a 10.2-inch-diagonal infotainment⁴ color touchscreen and integrated climate controls common to both for clean, intuitive interfaces. The infotainment screen features real-time displays with more details available on the 8-inch-diagonal reconfigurable color gauge cluster.

There's also a new, electronic gear shift design that uses pull toggles and push buttons to free up more interior space. For increased regenerative braking, there's even a new one-pedal driving button that keeps the system active between drive cycles.

The new interior includes a sporty, flat-bottom steering wheel that incorporates the Regen on Demand paddle and a black Chevy "bowtie" emblem. Additionally, the redesigned seats feature a triangular geometric pattern and contrasting color stitching — premium design that gives a consistent and upscale atmosphere, while also complementing the new instrument panel and steering wheel designs.

When it comes to spaciousness, the all-new Bolt EUV expands on the Bolt EV's already roomy cabin, with 3 inches of additional rear legroom. Heated and ventilated front seats and heated rear outboard seats are available, along with a panoramic power sunroof for Bolt EUV.

Super Cruise¹ and additional technologies

The 2022 Bolt EUV is the first Chevrolet offered with Super Cruise¹, the industry's first true hands-free driver assistance technology for enabled roads. It can be used on more than 200,000 miles (320,000 km) of enabled roads in the U.S. and Canada.

Super Cruise employs many advanced technology features, including a Driver Attention System and precision LiDAR map data. The Driver Attention System uses a small camera located on the top of the steering column and works with infrared lights to determine where the driver is looking whenever Super Cruise is in operation.

If the Driver Attention System detects the driver's gaze has turned away from the road ahead for too long, the steering wheel light bar will prompt the driver to return their attention to the road. If the system determines continued inattentiveness, it will use visible and audible alerts to notify the driver to take back control of the wheel. Super Cruise is available on Bolt EUV Premier.

Chevy Safety Assist⁵ is standard on both Bolt EUV and Bolt EV and includes safety and advanced driver assistance technologies, such as Automatic Emergency Braking, Forward Collision Alert, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, IntelliBeam and Front Pedestrian Braking.

Available driver assistance technologies for both vehicles include Rear Cross Traffic Alert⁵, HD Surround Vision⁵ and Adaptive Cruise Control⁵. HD Rear Vision Camera⁵ is standard on both Bolt EUV and Bolt EV.

Additional connectivity technologies offered in the Bolt EUV and Bolt EV include new wireless Apple CarPlay⁶ and Android Auto⁷ phone projection capability, as well as wireless phone charging⁸ that is standard on Bolt EUV and available on Bolt EV, and an available 4G LTE Wi-Fi® Hotspot⁹.

Also, new In-Vehicle Apps¹⁰ allow users to browse a list of available apps such as Alexa¹¹, Spotify¹², The Weather Channel and many more, and install them on the infotainment system⁴. With Alexa, drivers can use simple voice commands, while keeping their eyes on the road and their hands on the wheel. Alexa can play music, get directions, place calls, listen to audiobooks, control your smart home¹³, access tens of thousands of Alexa skills and more — just ask, and Alexa will respond.

Proven propulsion system

Powering the Bolt EUV and Bolt EV is the proven battery technology that helped make the Bolt EV the industry's first affordable long-range electric vehicle.

An advanced 65 kilowatt-hour, lithium-ion battery pack helps the Bolt EV offer up to a EPA-estimated 259 miles of range (416 km) on a full charge¹⁴. With the slightly larger Bolt EUV, the EPA-estimated range on a full charge is 247 miles (398 km)¹⁴.

The battery system features Chevy's proven active thermal management system, which uses coolant to maintain the battery at its ideal operating temperature. This technology is a primary enabler of Chevrolet's 8-year/100,000-mile limited battery system warranty¹⁵.

Additionally, standard DC fast public charging capability enables the Bolt EV to add up to 100 miles (160 km) of range in 30 minutes¹⁶ and 95 miles (152 km) for Bolt EUV¹⁶.

With the Chevrolet EV Access package, customers can remotely view their current charging status and battery charge level, customize their charge settings and set up charge notifications via the myChevrolet Mobile App¹⁷. The Energy feature¹⁸ within the myChevrolet Mobile App can help plan road trips by locating charging stations — including real-time availability — and start a charge session with participating charging networks.

Additional propulsion system highlights include:

- Single-motor drive unit that delivers 200 horsepower (150 kW) and 266 lb-ft (360 Nm) of near-instant torque
- Regen on Demand that allows the driver to convert kinetic energy into energy stored within the battery for future use by simply pulling on a steering wheel-mounted paddle
- One Pedal Driving lets the driver speed up, slow down and even come to a complete stop using only the accelerator pedal¹⁹

The 2022 Bolt EUV and Bolt EV were introduced through a special, 90-second commercial titled "Magic is Electric," which was made in collaboration with Walt Disney World Resort. It can be viewed at www.chevy.com/EV.

ABOUT CHEVROLET

Founded in 1911 in Detroit, Chevrolet is now one of the world's largest car brands, available in 79 countries with more than 3.2 million cars and trucks sold in 2020. Chevrolet models include electric and fuel-efficient vehicles that feature engaging performance, design that makes the heart beat, passive and active safety features and easy-to-use technology, all at a value. More information on Chevrolet models can be found at www.chevrolet.com.

¹ Always pay attention while driving and when using Super Cruise for compatible roads. Do not use a hand-held device.

² Dual Level Charge Cord for Bolt EV available late Summer 2021.

³ Tax, title, license, dealer fees, and optional equipment extra.

⁴ Functionality varies by model. Full functionality requires compatible Bluetooth and smartphone, and USB connectivity for some devices.

⁵ Read the owner's manual for important feature limitations and information.

⁶ Vehicle user interface is a product of Apple and its terms and privacy statements apply. Requires compatible iPhone and data plan rates apply. Apple CarPlay is a trademark of Apple Inc. Siri, iPhone and Apple Music are trademarks for Apple Inc., registered in the U.S. and other countries.

⁷ Vehicle user interface is a product of Google™ and its terms and privacy statements apply. Requires the Android Auto app on Google Play and a compatible Android™ smartphone. Data plan rates apply. You can check which smartphones are compatible at g.co/androidauto/requirements. Android Auto is a trademark of Google LLC.

⁸ The system wirelessly charges one compatible mobile device. Some phones have built-in wireless charging technology and others require a special adaptor/back cover. To check for phone or other device compatibility, see my.chevrolet.com/learn or consult your carrier.

⁹ Service varies with conditions and location. Requires active OnStar service and paid AT&T data plan. Visit onstar.com for details and limitations.

¹⁰ Available on select 2017 model year and newer GM vehicles with compatible hardware. Third-party trademarks are the property of their respective third-party owners and used under agreement. Requires active service plan and paid AT&T vehicle data plan. See onstar.com for details and limitations.

¹¹ Functionality is subject to limitations and varies by vehicle, infotainment system and location. Select service plan required. Certain Alexa Skills require account linking to use. Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. See onstar.com for additional details.

¹² Spotify app requires active Spotify account. Visit spotify.com/auto on your smartphone, tablet or computer to for terms and to set up an account. Available on select model year 2018 and newer infotainment systems with compatible hardware. Select service plan required.

¹³ Certain Alexa functionality is dependent on smart home technology.

¹⁴ Your actual range will vary based on several factors, including temperature, terrain, battery age and how you use and maintain your vehicle.

¹⁵ Whichever comes first. See dealer for details.

¹⁶ Charging rate varies based on output of the charge unit, vehicle settings and outside temperature.

¹⁷ Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Device data connection required. See onstar.com for details and limitations.

¹⁸ Energy features do not provide turn-by-turn navigation.

¹⁹ You should always use your brake pedal if you need to stop quickly.

#

2022 CHEVROLET BOLT EV & BOLT EUV PRELIMINARY SPECIFICATIONS

EFFICIENCY

	BOLT EV	BOLT EUV
EPA-Estimated Driving Range ^A :	259 miles (416 km) on a full charge	247 miles (398 km) on a full charge

^A Your actual range will vary based on several factors, including temperature, terrain, battery age and how you use and maintain your vehicle.

BATTERY SYSTEM

Type:	Rechargeable energy storage system comprising multiple linked modules
Mass (lb / kg):	947 / 430
Battery chemistry:	Lithium-ion
Cells:	288
Energy:	65 kWh
Warranty ^A :	8 years / 100,000 miles of battery and electric components coverage

^A Limited warranty. Whichever comes first. See dealer for details.

ELECTRIC DRIVE

Type:	Single motor and gearset
Motor:	Permanent magnetic drive motor
Power:	200 hp / 150 kW
Torque: (lb-ft / Nm):	266 / 360
Final drive ratio (:1):	7.05:1

CHARGING TIMES^A

	BOLT EV	BOLT EUV
120 V:	4 miles of range in approx. 1 hour	4 miles of range in approx. 1 hour
240 V:	Full charge in approx. 7 hours	Full charge in approx. 7 hours
DC Fast Charge:	Up to 100 miles in 30 mins	Up to 95 miles in 30 mins

^A Charging rate varies based on output of the charge unit, vehicle settings and outside temperature.

CHASSIS & SUSPENSION

Front Suspension:	Independent MacPherson strut-type with direct-acting solid stabilizer bar	
Rear Suspension:	Compound crank (torsion beam) with coil springs	
Steering Type:	Column-mounted electric power steering	
Turning Circle (wall-wall) (ft. / m):	34.8 / 10.62	38.3 / 11.66

Brake Type:	Four-wheel disc with ABS; electro-hydraulic; partially regenerative
Brake Rotor Size: (in. / mm)	Front: 15 / 276 vented Rear: 15 / 264 solid
Wheel Size:	17-in. aluminum
Tire Size:	Michelin Energy Saver A/S 215/50R17 all-season

EXTERIOR DIMENSIONS

	BOLT EV	BOLT EUV
Wheelbase (in. / mm):	102.4 / 2600	105.3 / 2675
Overall Length (in. / mm):	163.2 / 4145	169.5 / 4306
Overall Width (in. / mm):	69.5 / 1765	69.7 / 1770
Overall Height (in. / mm):	63.4 / 1611	63.6 / 1616
Track (in. mm):	59.1 / 1501 (front) 59.1 / 1501 (rear)	59.5 / 1511 (front) 59.5 / 1511 (rear)

INTERIOR DIMENSIONS

	BOLT EV	BOLT EUV
Headroom (in. / mm):	40.1 / 1018 (front - max) 37.9 / 962 (rear)	40.0 / 1016 (front - max) 39.1 / 992 (front w/ sunroof) 37.8 / 960 (rear)
Legroom (in. / mm):	44.3 / 1124 (front - max) 36.0 / 915 (rear)	44.3 / 1124 (front - max) 39.1 / 993 (rear)
Shoulder Room (in. / mm):	54.6 / 1388 (front) 52.8 / 1340 (rear)	54.6 / 1387 (front) 52.0 / 1320 (rear)
Hip Room (in. / mm):	51.3 / 1303 (front) 50.6 / 1286 (rear)	51.4 / 1305 (front) 50.2 / 1275 (rear)

WEIGHTS & CAPACITIES

	BOLT EV	BOLT EUV
Curb Weight (Min) (lb. / kg):	3,589 / 1628 (Min)	3,679 / 1669 (Min)
Passenger Volume (cu. ft. / L):	93.9 / 2659	96.5 / 2734
Cargo Volume (cu. ft. / L) ^:	16.6 / 470 (behind rear seat) 57.0 / 1614 (rear seat folded)	16.3 / 462 (behind rear seat) 56.9 / 1611 (rear seat folded)

^ Cargo and load capacity limited by weight and distribution





2022 Chevrolet Bolt EUV



Bolt EV



APPOINTMENTS

	Expires
Airport Board	
Vacancy (Dave Pasquale – Currently Serving)	01/01/2022
Vacancy (Eric Nelson – Currently Serving)	01/01/2022
Board of Review	
Vacancy (alternate)	01/01/2023
Building Authority	
Vacancy (Suzanne Olin – Currently Serving)	01/01/2022
Construction Board of Appeals	
Vacancy	01/01/2021
Downtown Development Authority	
Vacancy (Mike Sprenger – Currently Serving)	01/01/2022
Vacancy (Martha Davis – Currently Serving)	01/01/2022
Downtown Historic District Commission	
Vacancy (Julie DeVoe – Currently Serving)	01/01/2022
Lowell Area Fire and Emergency Services Authority	
Vacancy (Dave Pasquale – Currently Serving)	01/01/2020
Vacancy (Mike DeVore – Currently Serving)	01/01/2022
Lowell Area Recreation Authority	
Vacancy (Perry Beachum – Currently Serving)	11/15/2021
Parks and Recreation Commission	
Vacancy (Casey Butler – Currently Serving)	01/01/2022