



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

**CITY OF LOWELL  
CITY COUNCIL AGENDA  
MONDAY, NOVEMBER 16, 2020, 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 Regular meeting minutes of November 2, 2020.
- Authorize payment of invoices in the amount of \$292,584.96.

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. MERS
- b. Showboat
- c. Lowell Township Water/Sewer
- d. Revised Oakwood Cemetery Rules and Regulations
- e. COVID – 19
- f. Council Vacancy

5. NEW BUSINESS

- a. Jane Ellen St. Design Engineering Services
- b. City and LL&P MERS Addendum
- c. Foreman St. MDOT Contract and Resolution 23-20

6. BOARD/COMMISSION REPORTS

7. BUDGET REPORTS

- 8.. MONTHLY REPORTS

9. MANAGER'S REPORT

10. APPOINTMENTS

11. COUNCIL COMMENTS

12. CLOSED SESSION – to discuss labor negotiations

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



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## MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, November 16, 2020

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4. OLD BUSINESS

- a. MERS – City Manager Michael Burns will provide an update.
- b. Showboat – City Manager Michael Burns will provide an update.
- c. Lowell Township Water/Sewer – City Manager Michael Burns will provide an update.
- d. Revised Oakwood Cemetery Rules and Regulations – Public Works Director Daniel Czarnecki will provide an update.

Recommended Motion: That the Lowell City Council approve the Oakwood Cemetery Rules and Regulations dated November 2020, as presented.

- e. COVID – 19 – City Manager Michael Burns will provide an update.
- f. Council Vacancy – City Manager Michael Burns will provide an update.

5. NEW BUSINESS

- a. Jane Ellen St. Engineering Design Services – Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion – That the Lowell City Council approve the design engineering services quote for the Jane Ellen Street Design Engineering Services, as proposed by Williams & Works in their letter dated November 9, 2020, for the amount of \$21,900.00

- b. City of Lowell and LL&P MERS Addendum – Memo is provided by City Manager Michael Burns and LL&P General Manager Steve Donkersloot.

Recommended Motion – The Lowell City Council approve the MERS addendum to our current Division 01 defined benefit plan.

Recommended Motion – The Lowell City Council approve the LL&P DB, Hybrid, and DC Addendums included in the packet.

- c. Foreman St. MDOT Contract and Resolution 23-20 - Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion – That the Lowell City Council adopt Resolution 23-20, approving the MDOT agreement for the Foreman St. Sanitary Sewer Project, and authorized Mr. Michael Burns, City Manager, to act as agent on behalf of the City of Lowell to sign the contract documents with MDOT, Contract #20-5404.

6. BOARD/COMMISSION REPORT

7. BUDGET REPORT

8. MONTHLY REPORTS

9. MANAGER'S REPORT

10. APPOINTMENTS

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12. CLOSED SESSION – to discuss labor negotiations

13. ADJOURNMENT

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**PROCEEDINGS  
OF  
CITY COUNCIL MEETING  
OF THE  
CITY OF LOWELL  
MONDAY, NOVEMBER 2, 2020, 7:00 P.M.**

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

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

Present: Councilmembers Cliff Yankovich, Greg Canfield, Marty Chambers, Jim Salzwedel and Mayor DeVore.

Absent: None.

Also Present: City Manager Michael Burns, City Clerk Suzanne Olin, DPW Director Dan Czarnecki, Chief of Police Chris Hurst.

**2. RESIGNATION OF COUNCILMAN CANFIELD.**

City Manager Michael Burns stated a resignation letter was included in the agenda from Councilman Greg Canfield effective Monday, November 2, 2020. His term was set to expire in January 2021. Upon acceptance of the resignation, the City Charter calls for the position to be filled in 30 days. Requirements in the City Charter require the candidate to be "a resident of the City, or of the territory annexed to the City, or both, for at least one year immediately prior to, and was a registered elector on, the last day for filing nominating petitions for such office or prior to the time of his appointment to fill a vacancy, not shall he be in default to the City."

If you recall, when Councilman Jeff Phillips resigned in November of 2018, the Council established a two week letter of interest period that ended on a Monday and the following Saturday you held interviews for the vacancy. You are well within your right to do this again if you so choose.

Once this position is filled, the position will be contested in the November 2021 election. City Administration needs direction on how you would like to proceed.

Burns noted the City has already received two letters of interest.

Mayor DeVore thought this worked well and noted November 16, 2020 would be the deadline.

By general consensus the Council decided to hold a special meeting to conduct these interviews on November 23, 2020 at 6 p.m.

**3. APPROVAL OF THE CONSENT AGENDA.**

- Approval of the Agenda. Mayor DeVore noted the addition of Item C under New Business regarding Monroe/Washington Survey Work.
- Approve and place on file the minutes of the Regular and Closed Session minutes of the October 19, 2020 meeting and the Special meeting minutes of the October 26, 2020 meeting.
- Authorize payment of invoices in the amount of \$266,212.61.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

4. **CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.**

Perry Beachum of 924 Riverside Drive questioned the status of the Unity property swap. He understood this is holding up the easements which need to be taken care of.

5. **OLD BUSINESS.**

a. **MERS.**

City Manager Michael Burns had no new updates.

b. **Showboat.**

City Manager Michael Burns stated since the last meeting he was asked to check with the City Attorney regarding the City's legal option of forming a separate entity. After a lengthy discussion with Dick Wendt he suggested forming a non profit entity, operating as its own. One advantage of this is this would allow those who donate to use the donation as a tax write off. Burns noted he has yet to follow up with insurance agencies as they are putting quotes together still. However, in discussion with attorney it is actually probably to be on our insurance.

Burns noted the letter received from the Chamber of Commerce and what they would be willing to assist with such as phone calls, scheduling, marketing etc.

Councilmembers, Mark Mundt of 800 Bowes Road and Executive Director of the Chamber Liz Baker had a lengthy discussion on some confusion over the Showboat and fund raising opportunities.

c. **Lowell Township Water/Sewer.**

City Manager Michael Burns presented a proposed schedule with the first meeting being on November 10<sup>th</sup>, 2020 with seven total meetings for discussion and conclusion. The task force will consist of various members from the City and Lowell Township.

d. **Lineshack.**

City Manager Michael Burns stated he was asked to place the Lineshack RFP on the agenda. If you recall due to an administrative error, we could not move forward with this process.

Burns suggested referring this matter back to Lowell Light and Power to see what they would like to do with the property before moving forward.

Councilmember Chambers wanted to see this issue resolved quickly. Lowell Light and Power Chair Perry Beachum stated he has asked General Manager Steve Donkersloot to get a formal appraisal of this property before his last day with the company.

6. **NEW BUSINESS.**

a. **Revised Oakwood Cemetery Rules and Regulations.**

Public Works Director Daniel Czarnecki stated he was asked to finalize the new rules and regulations for the cemetery. It has been nine years since these have been amended. During this time City personnel have seen areas that need amending. There have also been some new ideas with cemeteries that are happening and we would like to address some of these before they become an issue in Lowell. These new ideas include increased burial densities, new eco-friendly burial containers, more cremations and spreading of ashes, private markers with abilities in inter many cremains, and additional recreational uses of cemeteries.

Overall, the current rules and regulations work to keep some order in the cemetery and its use. City personnel have been good to work with cemetery users, however, there have been some past actions taken by staff to appease relatives and families that have caused issues as we move forward. The current rules allow for purchase of burial rights by city residents at a reduced cost to them. However, there is no language to address the transferring of those burial rights to people who do not live in the city. The City loses money when this happens. Also, there have been issues when people ask to use empty spaces that were purchased by their great-great uncle or aunt. The relative chain becomes difficult to follow and sometimes other relatives start asking about the spaces and how we determined who we would allow to be buried on the vacant sites. The new rules will hopefully clean up these issues and clarify many other rules.

These revised Rules and Regulations do not include any changes to the current fee schedule. Changes to the charges and fees will come before City Council after any of the proposed rules and regulations changes are approved, and prior to the next budget year.

In the future the rules and regulations should be reviewed and modified or adjusted in a more timely basis to allow city personnel to better run the cemetery.

The Council appreciated the work done on updating the rules and regulations. Further review will be brought back to the next meeting.

b. **DPW HVAC Unit.**

Public Works Director Daniel Czarnecki explained the Department of Public Works building on Hudson St. had issues with the building's HVAC unit during the summer. Several times Progressive Heating and Cooling was out to inspect and fix, as well as recharge the unit. During one of the inspections they found a crack in the heat exchanger. With winter on the horizon now would be a

good time to replace the 12+ year-old unit. This is an unanticipated and unbudgeted expense. However, there is \$10,000 in the DPW Building Improvement line item that could be redirect to this replacement.

Progressive Heating and Colling has quoted a replacement AC unit of equal size to be \$4,896.00, installed. The current energy code requires a new low leak economizer be included with these units. The cost for the economizer is \$1,671.00. The total cost to replace the existing HVAC unit, with economizer, is \$6,567.00

The old unit would be removed and disposed of properly, and a new unit would be installed in the same location. They will also utilize the existing ductwork, electric lines and gas lines.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH that the Lowell City Council approve the DPW building HVAC replacement quote from Progressive Heating, Cooling & Refrigeration, Inc., Lowell, Michigan, dated September 23, 2020, for a cost of \$6,567.00

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Monroe/Washington Survey Work.

Public Works Director Daniel Czarnecki stated in order to perform the design work for the upcoming street projects, survey work is needed. The engineers would like to get started on the survey as soon as possible and take advantage of the fall weather, with the goal to complete as much as possible before winter sets in.

The design work for the Monroe St. improvements needs to be completed by mid-spring. This is necessary in order to meet the MDOT time frame for project fund obligating and project letting. We are working towards an October/November 2021 project.

While they are working on the Monroe St. project design they would like to get started on the Washington St. survey work too. Several portions of the Monroe St. work ties into the Washington St. work. Having the survey of both streets being worked on at the same time will help with the necessary information gathering. At this time we are not planning to utilize MDOT funds on the Washington St. project and we will not need to follow the MDOT project timelines.

Williams & Works has provided a proposal for the topographical survey work for both streets. If the survey work can be worked on concurrently they are proposing the costs to be:

- Monroe St. - \$21,900
- Washington St. - \$17,200

The survey work fee is an eligible expense of the USDA funding loans. Also, we currently have funds budgeted for the Washington St. project design work.

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS that the Lowell City Council approves the Topographical Survey Services for the Monroe St. and Washington St. projects with Williams a& Works, as outlined in their letter dated October 30, 2020, for the amount of \$21,900.00 for Monroe St. and \$17,200.00 for Washington St.

YES: Councilmembers Chambers, Mayor DeVore, Councilmembers Salzwedel and Yankovich.  
NO: None. ABSENT: MOTION CARRIED.

7. **BOARD/COMMISSION REPORTS.**

No comments were reported.

8. **MANAGER'S REPORT.**

- Tomorrow is Election Day. We have roughly over 2,000 registered voters and we have had over 1,000 absentee ballots.
- Burns provided an update on the CDBG project.
- Thanked Root Lowell who donated an electric atomizer which will sanitize each city building weekly.
- COVID – 19, we have had to modify some employee policies.

9. **APPOINTMENTS.**

No appointments.

10. **COUNCIL COMMENTS**

No comments were received.

11. **ADJOURNMENT.**

IT WAS MOVED BY SALZWEDEL to adjourn at 7:57 p.m.

YES: 5. NO: NONE. ABSENT: None. MOTION CARRIED.

DATE:

APPROVED:

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Mike DeVore, Mayor

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Sue Ullery, Lowell City Clerk



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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
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Page: 1/5

Vendor Code	Vendor Name	Invoice	Description	Amount
01513	ADDORIO TECHNOLOGIES, LLC			
	8632		ACCOUNT STATEMENT	1,492.50
TOTAL FOR: ADDORIO TECHNOLOGIES, LLC				1,492.50
10816	AMAZON CAPITAL SERVICES			
	1LP3-FTJR-JDC9		CITY HALL CASH DRAWER	35.43
	1NY1-PHVH-33CW		THERMOMETER & THINKPAD POINTERS	25.59
	1VNK-HTMQ-3Y6L		DRILL POWERED PUMP	233.10
	1Y3T-73P4-F777		WHITE GREASE/LEASH/ADAPTER	45.26
	1YHC-FDHV-KWHM		WATER DEPT R & M	30.00
TOTAL FOR: AMAZON CAPITAL SERVICES				369.38
REFUND UB	BALL RENTALS			
	11/13/2020		UB refund for account: 6-00411-20	15.19
TOTAL FOR: BALL RENTALS				15.19
00050	BERNARDS ACE HARDWARE			
	10/31/2020		ACCOUNT STATEMENT	367.23
TOTAL FOR: BERNARDS ACE HARDWARE				367.23
MISC	BRIAN STEWART			
	11/6/2020		REFUND FOR FINGERPRINTS	10.00
TOTAL FOR: BRIAN STEWART				10.00
00084	CANFIELD PLUMBING & HEATING IN			
	14665782		DOG PARK WINTERIZE	124.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN				124.00
10493	COMCAST CABLE			
	11/6 - 12/5/2020		DPW CABLE	40.34
TOTAL FOR: COMCAST CABLE				40.34
10509	CONSUMERS ENERGY			
	11/5/2020		ACCOUNT STATEMENT	26.64
TOTAL FOR: CONSUMERS ENERGY				26.64
00148	DICKINSON WRIGHT PLLC			
	1521785		WARE ROAD LANDFILL	351.50
	1521786		SHOWBOAT - MORAN CONTRACT	55.50
	1521787		W/S AUTHORITY	203.50
	1521788		MI TAX TRIBUNAL	296.00
	1521789		RIVERSIDE PARK TRUST	1,956.50
TOTAL FOR: DICKINSON WRIGHT PLLC				2,863.00
02035	DIGITAL OFFICE MACHINES, INC.			
	19228		COPY MACHINE	38.63
TOTAL FOR: DIGITAL OFFICE MACHINES, INC.				38.63
10670	FAHEY SCHULTZ BURZYCH RHODES PLC			
	55648		PROF SERVICES OCT 2020	2,839.50
TOTAL FOR: FAHEY SCHULTZ BURZYCH RHODES PLC				2,839.50
10428	FASTSIGNS			
	467-94088		DOG PARK SIGNS	79.77
TOTAL FOR: FASTSIGNS				79.77
01089	FISHER DOOR & HARDWARE, INC.			
	58492		LIBRARY ADA DOOR R & M	150.00
TOTAL FOR: FISHER DOOR & HARDWARE, INC.				150.00

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Page: 2/5

Vendor Code	Vendor Name	Description	Amount
Invoice			
10874	FLOORSTAR FLOOR CARE & BLDG SVCS		
INV0016	OCTOBER DISINFECTING		1,040.00
TOTAL FOR: FLOORSTAR FLOOR CARE & BLDG SVCS			1,040.00
00225	GRAND RAPIDS COMMUNITY COLLEGE		
11/4/2020	TAX DISBURSING 10/16-10/31/2020		43.13
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE			43.13
00710	HAROLD ZEIGLER FORD, INC.		
221018	2016 EXPLORER #837 R & M		290.32
TOTAL FOR: HAROLD ZEIGLER FORD, INC.			290.32
00248	HOOPER PRINTING		
61111	POLICE ENVELOPES		204.71
TOTAL FOR: HOOPER PRINTING			204.71
02463	HYDROCORP		
0059405-IN	CROSS CONNECTION OCTOBER 2020		937.00
TOTAL FOR: HYDROCORP			937.00
10779	KENT COUNTY DEPT OF PUBLIC WORKS		
10/31/2020	INCINERATOR FEES		90.00
TOTAL FOR: KENT COUNTY DEPT OF PUBLIC WORKS			90.00
00301	KENT COUNTY HEALTH DEPT		
LOWEC2020Q2	DOG LICENSES Q2 2020		103.80
TOTAL FOR: KENT COUNTY HEALTH DEPT			103.80
00298	KENT COUNTY TREASURER		
20102301273	POLICE DISPATCH SERVICES		16,433.39
TOTAL FOR: KENT COUNTY TREASURER			16,433.39
00300	KENT COUNTY TREASURER		
11/4/2020	TAX DISBURSING 10/16 - 10/31/2020		2,640.00
TOTAL FOR: KENT COUNTY TREASURER			2,640.00
00302	KENT INTERMEDIATE SCHOOL DIST.		
11/4/2020	TAX DISBURSING 10/16 -10/31/2020		1,437.81
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.			1,437.81
01374	LOWELL AREA HISTORICAL MUSEUM		
11/4/2020	TAX DISBURSING 10/16 - 10/31/2020		60.27
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM			60.27
00562	LOWELL AREA SCHOOLS		
11/4/2020	TAX DISBURSING 10/16 - 10/31/2020		1,773.49
11/5/2020	IFT DISTRIBUTION		12,835.06
TOTAL FOR: LOWELL AREA SCHOOLS			14,608.55
00330	LOWELL LEDGER		
10/31/2020	ACCOUNT STATEMENT		322.40
TOTAL FOR: LOWELL LEDGER			322.40
00341	LOWELL LIGHT & POWER		
10/31/2020	ELECTRIC STATEMENTS		18,192.91
3450-2020	MASS STREET LIGHT CHANGE OUT		6,606.00
3466-2020	IP CONSULTING/PHONE CHARES		2,925.16
TOTAL FOR: LOWELL LIGHT & POWER			27,724.07

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Page: 3/5

Vendor Code	Vendor Name	Invoice	Description	Amount
10697	LYNCH, MICHAEL R	11/2/2020	SHOWBOAT ARCHITECT	3,600.00
TOTAL FOR: LYNCH, MICHAEL R				3,600.00
REFUND UB	MAREK , GENA	11/13/2020	UB refund for account: 6-00411-19	20.99
TOTAL FOR: MAREK , GENA				20.99
REFUND UB	METRO HEALTH HOSPITAL	11/13/2020	UB refund for account: 1-05101-1	370.34
TOTAL FOR: METRO HEALTH HOSPITAL				370.34
00414	MICHIGAN MUNICIPAL LEAGUE	21821	CDL CONSORTUM DRIVERS FEE - MEMBER	375.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE				375.00
02582	MICHIGAN MUNICIPAL LEAGUE	10/1/2020	MEMBERSHIP RENEWAL 2020-2021	2,883.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE				2,883.00
00424	MML WORKERS' COMP FUND	10245205	WC PAYMENT #3 2020-2021	6,124.00
TOTAL FOR: MML WORKERS' COMP FUND				6,124.00
00426	MODEL COVERALL SERVICE, INC.	10/31/2020	ACCOUNT STATEMENT	324.90
TOTAL FOR: MODEL COVERALL SERVICE, INC.				324.90
01499	NAPA AUTO PARTS	10/31/2020	ACCOUNT STATEMENT	32.23
TOTAL FOR: NAPA AUTO PARTS				32.23
00468	NYE UNIFORM COMPANY CO	11/4/2020	POLICE DEPT	72.50
TOTAL FOR: NYE UNIFORM COMPANY CO				72.50
10762	PROFESSIONAL CODE INSPECTIONS OF MI	6492	PERMITS OCTOBER 2020	4,034.70
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI				4,034.70
02331	PROGRESSIVE HEATING COOLING, CORP.	2019259	DPW REPLACE ROOF TOP UNIT	6,567.00
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.				6,567.00
10130	RASHID, JEFFREY	11/3/2020	ASSESSING EXPENSES OCTOBER 2020	26.45
TOTAL FOR: RASHID, JEFFREY				26.45
02248	RIVERSIDE INTEGRATED SYSTEMS INC.	154407	SERVICE CALL	144.00
TOTAL FOR: RIVERSIDE INTEGRATED SYSTEMS INC.				144.00
00827	RS TECHNICAL SERVICES, INC.	21591	WTP SCADA PROJECT	12,612.45
TOTAL FOR: RS TECHNICAL SERVICES, INC.				12,612.45

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Page: 4/5

Vendor Code	Vendor Name Invoice	Description	Amount
10378	RUESINK, KATHIE		
	745364/745365	CLEANING SERVCIES 10/18 -10/29/2020	540.00
	745366/745367	CLEANING SERVICES 11/1 - 11/12/2020	690.00
TOTAL FOR: RUESINK, KATHIE			1,230.00
10885	RUSH PARTS		
	1783	EQUIP #37-2 BROOM R & M	409.50
TOTAL FOR: RUSH PARTS			409.50
10856	SABO PR		
	4355	MANAGEMENT ISSUES	320.00
TOTAL FOR: SABO PR			320.00
02575	SELF SERVE LUMBER		
	11/2/2020	ACCOUNT STATEMENT	435.45
TOTAL FOR: SELF SERVE LUMBER			435.45
10849	SMART BUSINESS SOURCE		
	OE-32392-1	OFFICE SUPPLIES	163.73
TOTAL FOR: SMART BUSINESS SOURCE			163.73
02354	STANDARD SUPPLY AND LUMBER		
	2833295	AIRPORT R & M	1,385.11
TOTAL FOR: STANDARD SUPPLY AND LUMBER			1,385.11
00615	STATE OF MICHIGAN		
	11/6/2020	ASSESSOR CERTIFICATION - J RASHID	175.00
TOTAL FOR: STATE OF MICHIGAN			175.00
10341	STATE OF MICHIGAN		
	551-567680	LIVE SCAN	519.00
	551-569930	LIVE SCANS OCTOBER 2020	475.75
TOTAL FOR: STATE OF MICHIGAN			994.75
REFUND UB	STRATTON, STEVE		
	11/13/2020	UB refund for account: 3-04043-20	120.66
TOTAL FOR: STRATTON, STEVE			120.66
10583	SUEZ WATER ENVIRONMENTAL SVC INC		
	20200230	SURCHARGES FOR SEPTEMBER 2020	1,176.77
	202041106	CONTRACT OPERATIONS OCTOBER 2020	38,490.00
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC			39,666.77
10328	SUSAN M STEVENS		
	6/30/2020	NEWSLETTER JUNE 2020	500.00
	7/31/2020	NEWSLETTER JULY 2020	400.00
	8/31/2020	NEWSLETTER AUGUST 2020	400.00
TOTAL FOR: SUSAN M STEVENS			1,300.00
10543	TRACTOR SUPPLY CREDIT PLAN		
	10/29/2020	ACCOUNT STATEMENT OCT 2020	5.37
TOTAL FOR: TRACTOR SUPPLY CREDIT PLAN			5.37
10069	TRUGREEN		
	130607442	REC PARK LAWN CARE	133.02
	131778731	LIBRARY LAWN CARE	105.00
	131781905	CITY HALL LAWN CARE	42.00
	131783914	MUSEUM LAWN CARE	39.00
TOTAL FOR: TRUGREEN			319.02

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Page: 5/5

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00651	USA BLUE BOOK 397877	WTP SUPPLIES	109.89
TOTAL FOR: USA BLUE BOOK			109.89
02203	VISA 10/28/2020	MERCANTILE VISA STATEMENT	295.99
TOTAL FOR: VISA			295.99
00692	WILLIAMS & WORKS INC. 91224	AMITY STREET RESURFACING 2021	4,537.99
	91225	MONROE & WASH ST ENGINEERING	3,983.14
	91228	PLANNING SERVICES	3,755.00
TOTAL FOR: WILLIAMS & WORKS INC.			12,276.13
10567	WOLF KUBOTA BYR-11821	EXMARK MOWER #54	6,719.00
TOTAL FOR: WOLF KUBOTA			6,719.00
10882	WOLVERINE BUILDING GROUP 10/31/2020	SHOWBOAT PROJECT	75,119.40
TOTAL FOR: WOLVERINE BUILDING GROUP			75,119.40
10883	ZPS INVESTMENT LLC 10/21/2020	HDC GRANT - SUPERIOR LOFTS	40,000.00
TOTAL FOR: ZPS INVESTMENT LLC			40,000.00
TOTAL - ALL VENDORS			292,584.96

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-222.002	DUE TO COUNTY-DOG LICENSE	KENT COUNTY HEALTH DEPT	DOG LICENSES Q2 2020	103.80	74988
101-000-264.003	WORKERS COMP INSURANCE PA	MML WORKERS' COMP FUND	WC PAYMENT #3 2020-2021	6,124.00	75003
		Total For Dept 000		6,227.80	
Dept 101 COUNCIL					
101-101-955.000	MISCELLANEOUS EXPENSE	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP RENEWAL 2020-2	2,883.00	75002
		Total For Dept 101 COUNCI		2,883.00	
Dept 172 MANAGER					
101-172-801.000	PROFESSIONAL SERVICES	SUSAN M STEVENS	NEWSLETTER JULY 2020	400.00	75022
101-172-801.000	PROFESSIONAL SERVICES	SUSAN M STEVENS	NEWSLETTER JUNE 2020	500.00	75022
101-172-801.000	PROFESSIONAL SERVICES	SUSAN M STEVENS	NEWSLETTER AUGUST 2020	400.00	75022
101-172-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	WARE ROAD LANDFILL	351.50	74977
		Total For Dept 172 MANAGE		1,651.50	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	57.22	75026
101-191-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	101.16	74994
		Total For Dept 191 ELECTI		158.38	
Dept 209 ASSESSOR					
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING EXPENSES OCTOBE	26.45	75009
101-209-955.000	MISCELLANEOUS EXPENSE	STATE OF MICHIGAN	ASSESSOR CERTIFICATION -	175.00	75018
		Total For Dept 209 ASSESS		201.45	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	SABO PR	MANAGEMENT ISSUES	320.00	75014
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	RIVERSIDE PARK TRUST	1,956.50	74977
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	MI TAX TRIBUNAL	296.00	74977
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	SHOWBOAT - MORAN CONTRACT	55.50	74977
101-210-802.000	LABOR RELATIONS ATTORNEY	FAHEY SCHULTZ BURZYCH RHO	PROF SERVICES OCT 2020	2,839.50	74979
		Total For Dept 210 ATTORN		5,467.50	
Dept 215 CLERK					
101-215-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	221.24	74994
		Total For Dept 215 CLERK		221.24	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SMART BUSINESS SOURCE	OFFICE SUPPLIES	140.29	75016
101-265-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	6.99	75015
101-265-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	CITY HALL CASH DRAWER	35.43	74970
101-265-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	135.83	75026
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVCIES 10/18 -	360.00	74967
101-265-802.000	CONTRACTUAL	RIVERSIDE INTEGRATED SYST	SERVICE CALL	144.00	75010
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 11/1 -	360.00	75012
101-265-802.000	CONTRACTUAL	TRUGREEN	CITY HALL LAWN CARE	42.00	75024
101-265-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	IP CONSULTING/PHONE CHARE	462.14	74996
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	2,750.46	74997
101-265-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT OCT 20	5.37	75023
		Total For Dept 265 CITY H		4,442.51	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	83.98	74972
101-276-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	79.07	75015
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	76.71	74997
101-276-930.000	REPAIR & MAINTENANCE	SELF SERVE LUMBER	ACCOUNT STATEMENT	195.14	75015
		Total For Dept 276 CEMETE		434.90	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCAN	519.00	74968
101-301-626.000	REPORTS & FINGERPRINT FEE	BRIAN STEWART	REFUND FOR FINGERPRINTS	10.00	74973
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCANS OCTOBER 2020	475.75	75019

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 2/6

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	HOOPER PRINTING	POLICE ENVELOPES	204.71	74985
101-301-727.000	OFFICE SUPPLIES	SMART BUSINESS SOURCE	OFFICE SUPPLIES	23.44	75016
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY CO	POLICE DEPT	72.50	75006
101-301-803.000	DISPATCHING SERVICES	KENT COUNTY TREASURER	POLICE DISPATCH SERVICES	16,433.39	74989
101-301-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	IP CONSULTING/PHONE CHARE	2,065.93	74996
101-301-955.000	MISCELLANEOUS EXPENSE	KENT COUNTY DEPT OF PUBLI	INCINERATOR FEES	90.00	74987
101-301-955.000	MISCELLANEOUS EXPENSE	VISA	MERCANTILE VISA STATEMENT	102.94	75026
Total For Dept 301 POLICE				19,997.66	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	1,130.25	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	190.00	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	748.00	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	84.00	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	156.00	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	84.00	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	60.00	75027
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	1,302.75	75027
Total For Dept 400 PLANNI				3,755.00	
Dept 426 EMERGENCY MANAGEMENT					
101-426-740.000	OPERATING SUPPLIES	FLOORSTAR FLOOR CARE & BL	OCTOBER DISINFECTING	1,040.00	74982
Total For Dept 426 EMERGE				1,040.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	10.36	74972
101-441-802.000	CONTRACTUAL	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTUM DRIVERS FEE	375.00	75001
101-441-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	IP CONSULTING/PHONE CHARE	43.79	74996
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	DPW CABLE	40.34	74975
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	261.29	74997
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	969.35	74997
101-441-927.000	REPAIR & MAINT. STREET LI	LOWELL LIGHT & POWER	MASS STREET LIGHT CHANGE	6,606.00	74995
101-441-975.000	BUILDING IMPROVEMENTS	PROGRESSIVE HEATING COOLI	DPW REPLACE ROOF TOP UNIT	6,567.00	75008
Total For Dept 441 DEPART				14,873.13	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	154.56	74997
Total For Dept 747 CHAMBE				154.56	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	36.00	74972
101-751-802.000	CONTRACTUAL	TRUGREEN	REC PARK LAWN CARE	133.02	75024
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	790.45	74997
Total For Dept 751 PARKS				959.47	
Dept 757 SHOWBOAT					
101-757-920.000	SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	50.68	74997
Total For Dept 757 SHOWBO				50.68	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVCIES 10/18 -	180.00	74967
101-790-802.000	CONTRACTUAL	MODEL COVERALL SERVICE, I	ACCOUNT STATEMENT	324.90	75004
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 11/1 -	330.00	75012
101-790-802.000	CONTRACTUAL	TRUGREEN	LIBRARY LAWN CARE	105.00	75024
101-790-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	IP CONSULTING/PHONE CHARE	112.96	74996
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,317.97	74997
101-790-930.000	REPAIR & MAINTENANCE	FISHER DOOR & HARDWARE, I	LIBRARY ADA DOOR R & M	150.00	74981
Total For Dept 790 LIBRAR				2,520.83	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	TRUGREEN	MUSEUM LAWN CARE	39.00	75024
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	191.17	74997

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 3/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 804 MUSEUM					
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSING 10/16 - 10	60.27	74992
	Total For Dept 804 MUSEUM			290.44	
	Total For Fund 101 GENERA			65,330.05	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	MONROE & WASH ST ENGINEER	3,983.14	75027
	Total For Dept 450 CAPITA			3,983.14	
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	29.99	75015
	Total For Dept 463 MAINTEN			29.99	
	Total For Fund 202 MAJOR			4,013.13	
Fund 203 LOCAL STREET FUND					
Dept 450 CAPITAL OUTLAY					
203-450-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	AMITY STREET RESURFACING	4,537.99	75027
	Total For Dept 450 CAPITA			4,537.99	
Dept 463 MAINTENANCE					
203-463-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	74.19	74972
	Total For Dept 463 MAINTEN			74.19	
	Total For Fund 203 LOCAL			4,612.18	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	ZPS INVESTMENT LLC	HDC GRANT - SUPERIOR LOFT	40,000.00	75030
	Total For Dept 000			40,000.00	
	Total For Fund 238 HISTOR			40,000.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	569.93	74997
	Total For Dept 463 MAINTEN			569.93	
	Total For Fund 248 DOWNTO			569.93	
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
249-371-802.000	CONTRACTUAL	PROFESSIONAL CODE INSPECT	PERMITS OCTOBER 2020	4,034.70	75007
	Total For Dept 371 BUILDI			4,034.70	
	Total For Fund 249 BUILDI			4,034.70	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751 PARKS					
260-751-970.000	CAPITAL OUTLAY	WOLVERINE BUILDING GROUP	SHOWBOAT PROJECT	75,119.40	75029
260-751-970.000	CAPITAL OUTLAY	LYNCH, MICHAEL R	SHOWBOAT ARCHITECT	3,600.00	74998
	Total For Dept 751 PARKS			78,719.40	
Dept 758 DOG PARK					
260-758-740.000	OPERATING SUPPLIES	FASTSIGNS	DOG PARK SIGNS	79.77	74980
260-758-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	46.56	74997
260-758-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	DOG PARK WINTERIZE	124.00	74974
	Total For Dept 758 DOG PA			250.33	
	Total For Fund 260 DESIGN			78,969.73	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	74.99	74972
581-000-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	115.68	75015
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	26.64	74976
581-000-930.000	REPAIR & MAINTENANCE	STANDARD SUPPLY AND LUMBE	AIRPORT R & M	1,385.11	75017



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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 4/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 581 AIRPORT FUND					
Dept 000					
		Total For Dept 000		1,602.42	
		Total For Fund 581 AIRPOR		1,602.42	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	IP CONSULTING/PHONE CHARE	151.98	74996
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	5,178.52	74997
590-000-276.000	Sewer Inside 5/8"	BALL RENTALS	UB refund for account: 6-	5.83	74971
590-000-276.000	Sewer Inside 5/8"	MAREK , GENA	UB refund for account: 6-	10.70	74999
590-000-276.000	Sewer Inside 5/8"	STRATTON, STEVE	UB refund for account: 3-	59.40	75020
		Total For Dept 000		5,406.43	
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	SURCHARGES FOR SEPTEMBER	1,176.77	75021
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	CONTRACT OPERATIONS OCTOB	38,490.00	75021
		Total For Dept 550 TREATM		39,666.77	
Dept 551 COLLECTION					
590-551-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	THERMOMETER & THINKPAD PO	12.80	74970
		Total For Dept 551 COLLEC		12.80	
Dept 553 ADMINISTRATION					
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	W/S AUTHORITY	101.75	74977
		Total For Dept 553 ADMINI		101.75	
		Total For Fund 590 WASTEW		45,187.75	
Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water Inside 5/8"	BALL RENTALS	UB refund for account: 6-	9.36	74971
591-000-276.000	Water	MAREK , GENA	UB refund for account: 6-	10.29	74999
591-000-276.000	Water	METRO HEALTH HOSPITAL	UB refund for account: 1-	370.34	75000
591-000-276.000	Water Inside 5/8"	STRATTON, STEVE	UB refund for account: 3-	61.26	75020
		Total For Dept 000		451.25	
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	87.71	74972
591-570-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WTP SUPPLIES	109.89	75025
591-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	IP CONSULTING/PHONE CHARE	88.36	74996
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	4,501.90	74997
591-570-970.000	CAPITAL OUTLAY	RS TECHNICAL SERVICES, IN	WTP SCADA PROJECT	12,612.45	75011
		Total For Dept 570 TREATM		17,400.31	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	NAPA AUTO PARTS	ACCOUNT STATEMENT	9.99	75005
591-571-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	8.58	75015
591-571-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	THERMOMETER & THINKPAD PO	12.79	74970
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION OCTOBER	937.00	74986
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,333.36	74997
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WATER DEPT R & M	30.00	74970
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WHITE GREASE/LEASH/ADAPTE	45.26	74970
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	DRILL POWERED PUMP	233.10	74970
		Total For Dept 571 DISTRI		2,610.08	
Dept 573 ADMINISTRATION					
591-573-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	W/S AUTHORITY	101.75	74977
		Total For Dept 573 ADMINI		101.75	
		Total For Fund 591 WATER		20,563.39	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	ACCOUNT STATEMENT	1,492.50	74969
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	COPY MACHINE	38.63	74978

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 5/6

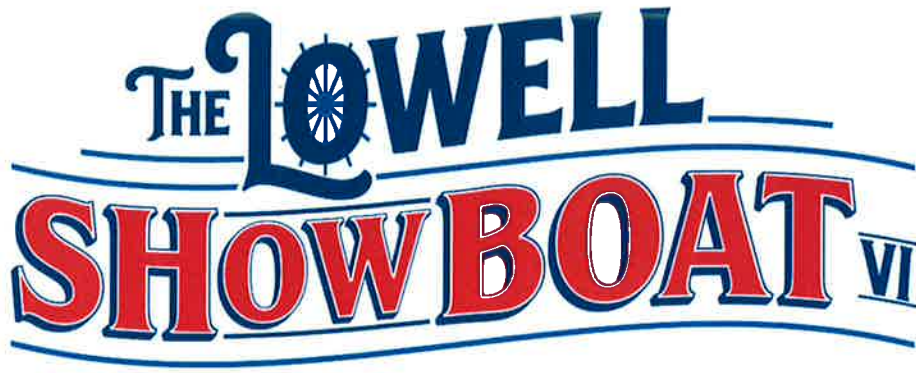
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 636 DATA PROCESSING FUND					
Dept 000					
		Total For Dept 000		1,531.13	
		Total For Fund 636 DATA P		1,531.13	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	22.24	75005
661-895-930.000	REPAIR & MAINTENANCE	HAROLD ZEIGLER FORD, INC.	2016 EXPLORER #837 R & M	290.32	74984
661-895-930.000	REPAIR & MAINTENANCE	RUSH PARTS	EQUIP #37-2 BROOM R & M	409.50	75013
661-895-981.000	EQUIPMENT	WOLF KUBOTA	EXMARK MOWER #54	6,719.00	75028
		Total For Dept 895 FLEET		7,441.06	
		Total For Fund 661 EQUIPM		7,441.06	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSING 10/16 - 10	1,090.74	74990
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSING 10/16 - 10	1,773.49	74993
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSING 10/16 - 10	1,549.26	74990
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSING 10/16 -10/	1,437.81	74991
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSING 10/16-10/3	43.13	74983
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	LOWELL AREA SCHOOLS	IFT DISTRIBUTION	12,835.06	74993
		Total For Dept 000		18,729.49	
		Total For Fund 703 CURREN		18,729.49	

11/13/2020 02:41 PM  
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/31/2020 - 11/13/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 6/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	65,330.05	
			Fund 202 MAJOR STREET FUN	4,013.13	
			Fund 203 LOCAL STREET FUN	4,612.18	
			Fund 238 HISTORICAL DISTR	40,000.00	
			Fund 248 DOWNTOWN DEVELOP	569.93	
			Fund 249 BUILDING INSPECT	4,034.70	
			Fund 260 DESIGNATED CONTR	78,969.73	
			Fund 581 AIRPORT FUND	1,602.42	
			Fund 590 WASTEWATER FUND	45,187.75	
			Fund 591 WATER FUND	20,563.39	
			Fund 636 DATA PROCESSING	1,531.13	
			Fund 661 EQUIPMENT FUND	7,441.06	
			Fund 703 CURRENT TAX COLL	18,729.49	
				<hr/>	
				292,584.96	



### Showboat VI Management

The Lowell Area Chamber of Commerce Board of Directors met Tuesday, October 27, 2020 to brainstorm regarding the management of the Lowell Showboat VI.

We are confident that we can find creative ways to assist the City of Lowell in the success of this new and repurposed venue. The following are suggestions and ways we can support:

- Chamber staff would assist with informational phone calls and scheduling during normal business hours
- Chamber staff will provide you with community scheduling
- Chamber staff will assist in the marketing the Showboat VI with our weekly eblasts, Facebook and maintain a up to date information on our web page located on [www.discoverlowell.org](http://www.discoverlowell.org). This will be done with in our current budget
- Chamber staff and Board of Directors will assist with creating and setting up an LLC/Non-profit to conduct the business of the Lowell Showboat VI under the direction of a Board of Directors
  - 2 members from the Chamber
  - 2 members from the City
  - 3 members from the Community at Large

Per the Lowell Area Chamber of Commerce Board's discussion when the LLC/Non-profit is set-up and running we believe that this entity would hire a manager and any additional staff required to operate the venue adequately, including scheduling, marketing and day to day operations. When that time comes the Chamber will step back from their assistance of this business start-up apart from providing the community schedule for events that pertain to the use of the Lowell Showboat VI and serving on the Board of Directors.

# **INFRASTRUCTURE CAPACITY TASK FORCE**

10/26/2020

## **PROPOSED MEETING LOGISTICS**

Recurring meeting: 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month at 7pm

Beginning meeting date: Tuesday, November 10, 2020

End meeting date: Tuesday, February 9, 2021

Location:

## **PROPOSED AGENDAS**

### **Meeting #1 – Task Force Launch**

Tuesday, November 10<sup>th</sup>

- Welcome and introductions
- Define common vision and values
- Determine decision-making model
- Discuss public input expectations
- Measures of success

### **Meeting #2 – Water System**

Tuesday, November 24<sup>th</sup>

- Existing infrastructure facts (location, miles of pipe, condition, etc.)
- Asset management strategy and CIP
- System agreements
- Future city and township needs
- Additional data needed

### **Meeting #3 – Sewer System**

Tuesday, December 8<sup>th</sup>

- Existing infrastructure facts (location, miles of pipe, condition, etc.)
- Asset management strategy and CIP
- System agreements
- Future city and township needs
- Additional data needed

### **Meeting #4 – Alternative Scenarios**

Tuesday, December 22<sup>nd</sup>

- Options for water infrastructure
- Options for sewer infrastructure
- Cost
- Prioritization of alternatives

### **Meeting #5 – Funding Mechanisms**

Tuesday, January 12<sup>th</sup>

- Review preferred scenario/s, costs, and alignment with vision
- Funding approaches (incl grants)

- Best practice case studies
- Prioritization and selection

#### **Meeting #6 – Implementation**

Tuesday, January 26<sup>th</sup>

- Governance
- Roles and responsibilities
- Implementation strategy
- Task Force recommendations

#### **Meeting #7 – Review Final Recommendations**

Tuesday, February 9<sup>th</sup>

- Review and discuss changes
  - Share report findings with the community
  - Presentation of the report – schedule
    - City of Lowell City Council
    - Lowell Township Board
  - Celebrate!
-

# Memorandum



**PUBLIC WORKS**

**DATE:** November 11, 2020

**TO:** Michael Burns, City Manager

**FROM:** Daniel Czarnecki, Public Works Director

**RE:** Oakwood Cemetery  
Rules and Regulations

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The Oakwood Cemetery Rules and Regulations have been updated and reviewed. Some of the changes that have been discussed include new language for purchasing and assigning burial rights, transferring of burial rights, defining the layout of the area around markers including where items may be placed within the area, the City repurchasing burial rights, the number of interments per grave space, and additional charges after regular designated work time.

Once approved the new rules and regulations will be made available at City Hall for anyone requesting a copy and for anyone making a burial site purchase, they will be posted on the City's webpage, and they will be delivered to the local funeral homes and monument companies.

It is my recommendation: **That the Lowell City Council approve the Oakwood Cemetery Rules and Regulations dated November 2020, as presented.**



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

# **RULES AND REGULATIONS OF OAKWOOD CEMETERY LOWELL, MICHIGAN**



**November 2020**  
(Please check with City Hall for updates)



## TABLE OF CONTENTS

### **ARTICLE 1: Definitions**

Section 1.1: Definitions

### **ARTICLE 2: Cemetery Management**

Section 2.1: Cemetery Management

Section 2.2: Cemetery Sexton

### **ARTICLE 3: General Rules**

Section 3.1: Business Hours

Section 3.2: Cemetery Hours

Section 3.3: Public on Cemetery Grounds

Section 3.4: Payment of Fees and Charges

Section 3.5: Travel in Cemetery

Section 3.6: Traversing on Cemetery Grounds

Section 3.7: Special Work for Grave or Lot Space Owners

Section 3.8: Conduct of Individuals in Cemetery

Section 3.9: Picking of Flowers, Damage of foliage and Defacing/Damaging Memorials.....

Section 3.10: Objects on Grounds around and on Marker

Section 3.11: Planting of Flowers and Plants

Section 3.12: Artificial Flowers and Arrangements

Section 3.13: Special Remembrances

Section 3.14: Special Allowance for New Burials

Section 3.15: Flags and Flag Holders

Section 3.16: Littering Prohibited

Section 3.17: Private Contractors in Cemetery

### **ARTICLE 4: Lots**

Section 4.1: Purchase of Lots and Grave Spaces

Section 4.2: Lot and Grave Space Price Schedule

Section 4.3: Repurchase of Burial Rights for Lots and Grave Spaces by City

Section 4.4: Location of Lots

Section 4.5: Classification of Lots and Grave Spaces

Section 4.6: Design of Cemetery

Section 4.7: Responsibility for Loss or Damage

Section 4.8: Change of Address

Section 4.9: Interment in Grave Spaces

Section 4.10: Power of Attorney

Section 4.11: Transfer of Burial Rights

Section 4.12: Owner Dies Without Designating Use of Grave Spaces

Section 4.13: Correction of Errors

Section 4.14: Governing Documents and Rules

Section 4.15: Interment of Indigent Persons

Section 4.16: Forfeiture and Termination of Burial Rights

**ARTICLE 5: Care of Lots and Grave Spaces**

Section 5.1: Perpetual Care

Section 5.2: Special Care of Lots

Section 5.3: Plants, Trees and Shrubs

Section 5.4: Removal of Plants, Trees and Shrubs

**ARTICLE 6: Memorials and Markers**

Section 6.1 Requirements for Memorials and Markers

**ARTICLE 7: Interments**

Section 7.1: Notice of Funerals

Section 7.2: Supervision of Funerals and Interments

Section 7.3: Rates and Charges

Section 7.4: Interments After Normal Business Hours

Section 7.5: Number of Interments Per Grave Space

Section 7.6: Position of Graves

Section 7.7: Opening and Closing of Graves

Section 7.8: Orders Given by Telephone

Section 7.9: Misrepresentations or Errors

Section 7.10: Interment Containers

Section 7.11: Grave Mounds

Section 7.12: Removal of Flowers, Flags, Etc.

Section 7.13: Opening of Caskets

Section 7.14: Disinterments and Removals

Section 7.15: Interments in Other Cemeteries

## **CITY OF LOWELL**

### **CEMETERY RULES AND REGULATIONS**

For the mutual protection of grave space and lot burial rights owners, persons interred and the cemetery as a whole, the following Rules and Regulations have been adopted by the City of Lowell as the Rules and Regulations of Oakwood Cemetery. All persons interred within the cemetery and all burial rights certificates shall be subject to these Rules and Regulations, and amendments or alternations as shall be adopted by the City Council from time to time.

#### **ARTICLE I**

##### **DEFINITIONS**

**Section 1.1 Definitions.** The following words and terms shall have the following meanings in these Rules and Regulations unless the context in which they are used shall indicate another meaning:

"Burial rights certificate" means the original conveyance given by the cemetery to the original purchaser. The burial rights certificate entitles the person to the privilege of burial on the lot or grave space. The burial rights certificate is not a deed to a parcel of property.

"Cemetery" means the Oakwood Cemetery.

"City Hall" means the general office conducting the business of the cemetery and is located at Lowell City Hall, 301 East Main Street, Lowell, Michigan. Telephone: (616) 897-8457.

"Columbarium" means a wall or other structure that provides the final resting place for the cremated ashes of your loved ones.

"Foundations" means the poured concrete bases required for all memorials which shall be installed in a line and level with adjacent memorials, finished 2 inches below the lowest point of the grade, and 3 inches larger on all sides than the memorial that is to be placed thereon. The depth of the foundation shall be 6 to 12 inches for single and double grave spaces with two postholes or legs going 18" deep.

"Grave space" means a space of approximately 4 feet by 9 feet of sufficient size to accommodate an adult interment.

"Immediate family" means spouse, parent, children, sisters and brothers.

"Interment" means the permanent disposition of the remains of a deceased person by burial or cremation .

"Lot" means the numbered divisions as shown on the record plot of the cemetery which consists of 4 or more grave spaces.

"Lot marker" means a ceramic, metal or granite post used by the cemetery management to locate corners of the lot.

"Marker" means a memorial of granite, marble, bronze or similar material that is flush with the ground.

"Mausoleum" means a building constructed as a monument enclosing the interment space or burial chamber of a deceased person. means a building or other aboveground structure that is affixed to land and is a permanent repository for human remains.

"Memorial" means a monument or marker located on a grave space and identifying the deceased person whose remains are located there.

"Monument" means a memorial of granite, marble, bronze or similar material which shall extend above the surface of the ground.

"Monument with Niche" means a monument that includes an area to inter cremains into the monument.

"Resident" means any person or persons whose domicile is in the City of Lowell city limits at the time of obtaining a burial rights certificate.

"Shepherd Hook" means a long metal pole which is curved over at the top for holding hanging baskets

## **ARTICLE II**

### **CEMETERY MANAGEMENT**

**Section 2.1. Cemetery Management.** Cemetery management is composed of the administrative officials of the City, including the City Manager, the Director of Public Works and the Cemetery Sexton.

**Section 2.2. Cemetery Sexton.** The Cemetery Sexton is manager of cemetery operations under the direction of the City Manager and Director of Public Works. The Cemetery Sexton is responsible for seeing to it that these Rules and Regulations and all other matters necessary for the proper operation of the cemetery are complied with.

**ARTICLE III**  
**GENERAL RULES**

**Section 3.1. Business Hours.** City Hall will be open during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except on days declared a holiday by the City.

**Section 3.2. Cemetery Hours.** The cemetery will be open Monday through Friday except on days declared a holiday by the City. Employees of the cemetery are not expected to work on Saturday, Sunday or designated holidays unless absolutely necessary in the preservation of public health, safety and welfare. If it is necessary, interments may be made on Saturdays, Sundays or designated holidays or after 3:00 p.m. Monday through Friday, if additional charges are paid according to the rate schedule established from time to time by the City Council.

**Section 3.3. Public on Cemetery Grounds.** No person shall be allowed in the cemetery from a period beginning one hour after sunset and continuing to one hour before sunrise, without first obtaining permission from the Cemetery Sexton.

**Section 3.4. Payment of Fees and Charges.** All fees and charges for services at the cemetery are payable at City Hall and employees are not to accept any fees or payments, however, the Cemetery Sexton or his authorized representative may accept checks payable to the City for interment. Full payment of all fees and charges must be made prior to any interment

**Section 3.5. Travel in Cemetery.** Automobiles or other means of transportation must observe a 15 m.p.h. speed limit in the cemetery. Driving any motorized or non-motorized vehicle or animal across or upon any grave space, lot or lawn in the cemetery or parking or leaving the same thereon is not permitted. Vehicles must not be parked in such a way to obstruct cemetery roads and, if so parked, will be removed at the owner's expense.

**Section 3.6. Traversing on Cemetery Grounds.** Walking or driving through the cemetery for the purpose of saving time or distance is prohibited.

**Section 3.7 Special Work for Grave or Lot Space Owners.**

Employees of the cemetery are not permitted to do any work for grave or lot space burial rights owners except upon order of the Cemetery Sexton.

**Section 3.8. Conduct of Individuals in Cemetery.** All persons while in the cemetery shall avoid conduct unbecoming a sacred place, including:

- (a) loud or boisterous talking;
- (b) idling or loafing in the cemetery or in any of the buildings;
- (c) pedaling or soliciting the sale of any commodity within the Cemetery
- (D) approaching the bereaved for the purpose of soliciting any business;

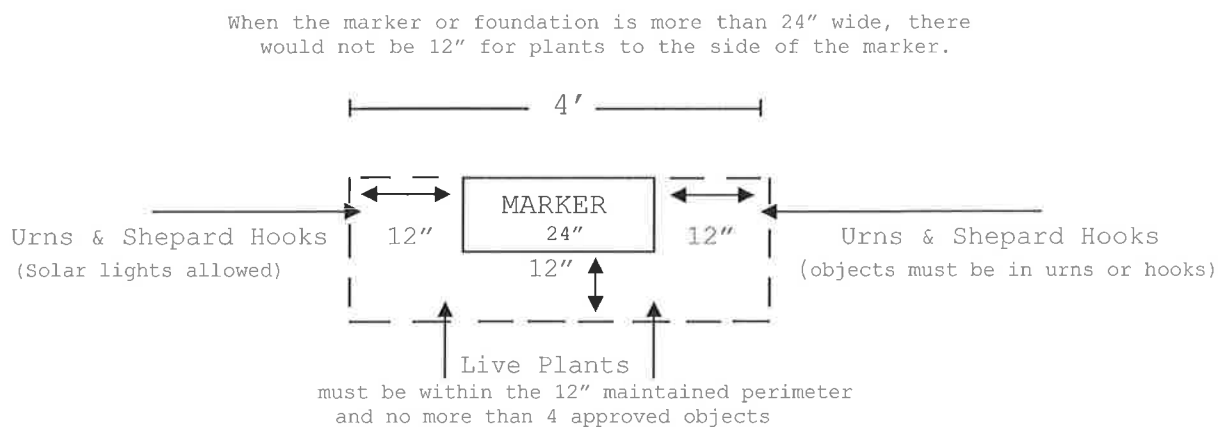
- (d) placing notices or advertisements of any kind within the cemetery;
- (e) bringing animals into the cemetery or any of its buildings, except those assisting persons with disabilities or animals on a 6-ft leash on the hard surfaced walkways.
- (g) metal detecting prohibited within the cemetery property

**Section 3.9. Picking of Flowers, Damage of Foliage and Defacing and Damaging Memorials, Etc.** The picking of flowers, wild or cultivated; damaging any trees, shrubs or plants; or writing upon, defacing or injuring any memorials, markers, fences or other buildings or structures within the cemetery is strictly forbidden.

**Section 3.10 Objects on Grounds Around and On Marker.** No more than four approved items by the Cemetery Sexton per grave space are permitted to be placed around markers, of which only one (1) shepherd hook may be placed. Shepherd hooks and urns are allowed within the 12 inches to each side of the marker and turned toward the marker for safety of maintenance personnel (Note: marker or memorial size may not permit 12 inches on each side for plantings.) Items that are not approved include, but are not limited to, decorative fencing, coping, edging, boxes, shells, toys, ornaments, chairs, benches, vases that are not part of the marker, rocks, pea stone, woodchips and similar articles. Statues less than 2 feet high or other approved objects are permitted in the maintained 12-inch area. Solar lights and artificial flowers are permitted in the urns and shepherd hooks only as shown in the illustration below. Shepherd hooks that



are not in use shall be promptly removed. Cemetery employees may remove and dispose of prohibited objects without notice to the owners of the grave.



**Section 3.11. Planting of Flowers and Plants.** The planting of live flowers and plants is permitted during the growing season. Such plantings must be placed in front of markers and memorials and may not extend more than 12 inches from the base of a marker or memorial. (note: marker or memorial size may not permit 12 inches on each side for plantings). Flowers and plants that become unsightly or have died may be removed and disposed of by cemetery employees without notice to burial rights owners. Cut flowers and arrangements may also be removed and disposed of by Cemetery employees if they become unsightly without notice to the burial rights owners.

**Section 3.12. Artificial Flowers and Arrangements.**

Artificial flowers and arrangements are permitted on lots or grave spaces from November 1 through March 31 each year. Such artificial flowers and arrangements remaining from April 1 through October 31 each year may be removed and disposed of by Cemetery employees without notice to the owners of lot burial rights. Artificial flowers and arrangements may be placed only in urns and shepherd hooks from April 1 through October 31st.

**Section 3.13. Special Remembrances.** Special remembrances such as birthdays, wedding anniversaries and anniversary of death are permitted with written notification to City Hall, provided they are placed on a lot or grave space no earlier than one week before the date of the remembered event and removed no later than one week after such remembered event.

**Section 3.14. Special Allowance for New Burials.** For a period of one year after the anniversary of a death up to five additional objects are permitted on a lot or grave space with the prior written permission of the Cemetery Sexton.

**Section 3.15. Flags and Flag Holders.** Flags will be permitted on Veteran's graves two weeks before Memorial Day to one week after July 4<sup>th</sup>. Flags must then be collected by those persons or groups responsible for placing them. One (1) metal flag holder will be permitted on veterans gravesites only. City shall have a

supply of Veteran's marker/flag holders and flags for use only on Veteran's graves.

**Section 3.16. Littering Prohibited.** Receptacles for waste material are located throughout the cemetery. The disposing of any rubbish, garbage, debris or similar material in the cemetery in other than designated receptacles is prohibited.

**Section 3.17. Private Contractors in Cemetery.** Any person, firm, corporation or agent thereof while working in the cemetery shall be responsible for any damage caused and under the supervision of the Cemetery Sexton. Contractors must notify the Cemetery Sexton prior to the beginning of any work in the cemetery other than routine maintenance. Contractors must comply with City's insurance and purchasing policy requirements and any applicable contract. All work shall cease while a funeral or interment is being conducted and all workmen and equipment shall withdraw to a reasonable distance from the funeral service.

## **ARTICLE IV**

### **LOTS**

**Section 4.1. Purchase of Lots and Grave Spaces.** A person desiring to purchase burial rights to a lot or grave space shall visit the cemetery where the Cemetery Sexton will assist him/her in making a selection. Purchase of lots shall acquire only the privilege or right to make interments in the lot so purchased. **At the time of acquisition of burial rights, each cemetery lot or**

grave space shall be assigned the name of the specific person who shall be interred in that space upon death. Each such person must be a current Resident of the City or the non-resident fee shall be paid.

**Section 4.2. Lot and Grave Space Price Schedule.** Every lot or grave space is subject to these Rules and Regulations as amended from time to time. The price for obtaining burial rights to lots and graves shall be in accordance with the current price schedule adopted from time to time by the City Council. Lots or grave spaces may not be purchased for resale and are not transferrable except to an Immediate Family member upon approval by the Cemetery Sexton. Prior to purchase, lots and grave spaces with approval of the Cemetery Sexton may be placed on hold for a period of not more than 60 days. Burial rights for such lots or grave spaces not purchased within the 60 days will be released for sale.

**Section 4.3. Repurchase of Burial Rights for Lots and Grave Spaces by City.** The owner of burial rights to an unused lot or grave space may request the City repurchase such burial rights. The City may repurchase the burial rights of such lot or grave space for the amount paid for the lot minus a 20% administration fee. When the original amount paid for the burial rights cannot be determined, the City may pay up to \$100 to repurchase back the burial rights. The City shall not, however, be obligated to make such purchase until or unless the owner of such burial

rights has removed all monuments, markers, footings, plantings, urns, flowers, trees, shrubs, bushes and other objects, obstacles and appurtenances on the lots as shall be requested by the City. The owner of burial rights to a lot or grave space may not transfer such interest to any other person or entity without the prior written approval of the City.

**Section 4.4. Location of Lots.** The location of lots will be in accordance with the cemetery plot plan which is kept on file at City Hall. The corner of each lot will be laid out by the Cemetery Sexton.

**Section 4.5. Classification of Lots and Grave Spaces.** Burial rights for lots and grave spaces are sold only for the interment of deceased persons. A single grave space shall be approximately 4 feet by 9 feet. A lot shall consist of 4 or more grave spaces. Grave spaces for indigent persons shall be located in the cemetery at the discretion of the Cemetery Sexton. Infant grave spaces are for placement of a vault not more than 4 feet long.

**Section 4.6. Design of Cemetery.** The City reserves the right to enlarge, reduce, replot or change the boundaries or grading of the cemetery, or a section or sections thereof, from time to time, including the right to modify or change the locations of or remove or regrade roads, drives, walks, or aisles, or any part thereof. The City also reserves the right to lay, maintain, operate, alter or change pipelines or gutters for such activities as sprinkling and drainage. The City may use cemetery property where burial

rights have not been sold for any purpose necessary, incidental or convenient to cemetery use and operation as determined solely by the City. The City reserves perpetual right of ingress and egress over lots and grave spaces for the purpose of passing to and from other lots and grave spaces.

**Section 4.7. Responsibility for Loss or Damage.** The City will take all reasonable precautions to protect lot and grave burial rights owners from loss or damage to lots and grave spaces and property of burial rights owners placed thereon. The City, however, assumes no liability for any such loss or damage and any lot or grave burial rights owner as a condition for receiving a burial rights certificate agrees that the City shall have no such liability.

**Section 4.8. Change of Address.** It is the duty of the grave burial rights owner to notify City Hall in writing of any change in address.

**Section 4.9. Interment in Grave Spaces.** No interment will be allowed without a proper burial right certificate and/or a notarized City owned assignment of burial rights grave spaces along with a burial-transit permit from the County Health Department. The owner of burial rights or relative acceptable to the City must also sign a grave opening authorization form before a burial. All burials shall be in a vault. All cremations may be buried in a container approved by the City in a grave space or in an approved columbarium. Ashes from cremains must be buried in

the ground and no cremains shall be scattered within the cemetery. No burial spaces shall be opened and closed except under the direction and control of the Cemetery Sexton or other authorized City employee. All fees and charges must be paid in full prior to any interment.

**Section 4.10. Power of Attorney.** A power of attorney to act for a lot or grave burial rights owner must be filed at City Hall, to be effective.

**Section 4.11. Transfer of Burial Rights.** Transfer of burial rights to Immediate Family is subject to the rules stated in this Section. If the owner of a lot or grave space desires to make a name change in the burial rights to a person who is not his/her immediate family, he/she must sell the burial rights to the lot or grave space back to the City and then repurchase the burial rights to that lot or space at the fee determined by residency status set by City Council from time to time.

**Section 4.12. Owner Dies Without Designating Use of Grave Spaces.** If a person entitled to burial rights to a lot or grave space dies without designating the person(s) to be buried in the remaining lot or grave spaces, the City will permit the burial of heirs as designated in writing by a court of competent jurisdiction, when presented for recording at City Hall. If time does not permit obtaining a court order, the City may accept an affidavit by all of the immediate family heirs of the burial

rights owner together with a hold harmless agreement, in a form acceptable to the City. Possession of a burial rights certificate is not in itself sufficient evidence of burial rights ownership of a grave space. The legal right to ownership of burial rights must be established. The transfer of burial rights to Immediate Family members is subject to the rules stated in this Section.

**Section 4.13. Correction of Errors.** The City reserves the right to correct any errors that may be made in making interments disinterments, or removals, or in the description, transfer, or conveyance of lots and grave spaces by either canceling the burial rights certificate and substituting a burial rights certificate for another lot or grave space or refunding without interest the amount paid for such burial rights. If the error involves the interment of a deceased person in the wrong lot or grave space the City may remove and transfer the remains so interred to the correct lot or grave space or to a lot or grave space of equal value and similar location.

**Section 4.14. Governing Documents and Rules.** The burial rights certificate, these Rules and Regulations as amended by the City Council from time to time, or other written agreement signed by the City constitute the sole agreement between the City and a lot or grave space burial rights owner. Any oral statement of any officer, employee or agent of the City, shall not be binding on the City.



**Section 4.15. Interment of Indigent Persons.** The City will provide grave spaces at the cemetery for indigent persons as required by State law, provided such deceased indigent person is a Resident of the City or shall have died within the corporate limits of the City and has no residence elsewhere.

**Section 4.16. Forfeiture and Termination of Burial Rights.**

Proceedings relative to the forfeiture and termination of burial rights may be initiated by the City as provided for by law.

**ARTICLE V**

**CARE OF LOTS AND GRAVE SPACES**

**Section 5.1 Perpetual Care.** A portion of the purchase price for burial rights of lots and grave spaces as set forth in the schedule of prices adopted from time to time by the City Council shall be set aside and deposited in the cemetery perpetual care fund. The interest earned on the deposits in such fund shall be used for the care and maintenance of lots and grave spaces. Perpetual care includes (a) the mowing of grass; (b) the trimming around memorials; (c) the filling, sodding and/or seeding of sunken graves; (d) sodding/seeding over the surface of winter graves to lot level; (e) watering as needed to establish growth of plants and grass that are planted by the City; (f) the raking/mulching of leaves and cleaning of grounds; and (g) the pruning of hardy trees. Perpetual care does **NOT** include (a) the

trimming of shrubs and the watering of plants and flowers planted by lot and grave space burial rights owners; (b) the care of flower urns; and (c) the maintenance, repair or replacement of any memorial, columbarium or mausoleum placed or erected on the lot or grave space, unless caused by a direct act of negligence by a cemetery employee.

**Section 5.2. Special Care of Lots.** A lot or grave space burial rights owner who desires special care of his/her lot must make arrangements for such care with a private person, firm, or corporation not employed by the City. All such arrangements shall be subject to prior written approval by the Cemetery Sexton.

**Section 5.3. Plants, Trees and Shrubs.** A lot or grave space burial rights owner may beautify his lot or grave space upon prior written approval of the Cemetery Sexton. Plantings must be in harmony with the general landscape design of the cemetery grounds, and should not interfere with adjacent lots or grave spaces. A lot or grave space burial rights owner may choose plantings from a variety of plants, trees and shrubs approved by the Cemetery Sexton.

**Section 5.4. Removal of Plants, Trees and Shrubs.** The Cemetery Sexton has the right to remove and dispose of, without notice, plants, trees and shrubs planted in violation of these Rules and Regulations. The Cemetery Sexton also has the right to trim, cut

down and remove any plantings which are undesirable in their present condition, or that may be interfering with maintenance of the cemetery. When it is necessary to remove any trees or shrubs on a lot or grave space in order to make the lot or grave space usable, the cost of removal will be borne by the person with burial rights to the lot or grave space.

## **ARTICLE VI**

### **MEMORIALS AND MARKERS**

**Section 6.1. Requirements for Memorials and Markers.** The following requirements shall apply to memorials and markers in the cemetery:

- (a) Materials used for memorials must be first quality granite guaranteed by the producer to be of highest quality and finish. Manufactured or cast stone or concrete materials is not permitted. White slab head or foot markers, because of their tendency for rapid deterioration, shall not be placed in the cemetery except for the purpose of duplicating an existing marker on the same grave space or lot.
- (b) All designs and specifications of memorials to be installed in the cemetery must be submitted to the Cemetery Sexton for his approval before commencing installation. No markers or memorials shall have any vulgar or sexual language or image.
- (c) A memorial may not be erected on any lot or grave space unless all indebtedness on said lot or grave space and services of the City provided in connection therewith are paid in full. This shall include all indigent burials where the difference between any social services burial allowance and the charge for the cost of the grave space and the

grave opening and closing charge, shall be paid in full before a memorial is permitted.

- (d) The City assumes no responsibility for the composition or quality of a memorial or marker or the handling and setting of a memorial or marker.
- (e) A single memorial embracing 2 grave spaces shall be allowed if both grave spaces are paid for and the burial rights owner agrees to bear the cost of removing and resetting the memorial if the memorial interferes with a subsequent interment. Where two infant interments are made in one grave space, only one monument is permitted which shall be consistent with other monuments on the lot. A marker is permitted to mark the other grave.
- (f) A single marker may be installed in the rear one half of a grave space when two infants are interred in the same grave space.
- (g) Markers embracing 2 grave spaces are permitted under the same conditions as monuments. Raised letters are not permitted on markers that are level with the adjacent lawn. Each marker shall consist of one part or piece.
- (h) Except as otherwise provided herein, all markers and monuments must be placed at the head of the grave space and shall not be placed so as to interfere with any other grave space. All memorials must be installed on a foundation which is approved by the Cemetery Sexton. The front edge of memorials shall be in line with the lot line in the case of the front half of the lot, and the front edge of the foundation in line with the north-south centerline, in the case of the back half of the lot.
- (i) The location of any memorial or marker on a lot or grave space must be approved by the Cemetery Sexton. Memorials or markers may not be erected on a lot or grave space which is not paid in full.
- (j) Mausoleums, columbariums, and markers and/or monuments with niches are prohibited unless the City gives its prior written approval.

- (k) Installation of Veteran's markers to the back of a monument shall be the responsibility of the monument company or funeral home. The City is not responsible to install the Veteran's marker.

## **ARTICLE VII**

### **INTERMENTS**

**Section 7.1. Notice of Funerals.** Notice of funerals with the exact location of the grave space must be given to the Cemetery Sexton at least 2 business days in advance of the interment service. Consideration of notice less than 2 business days will be given, but the City is not required to complete a grave opening upon less than 2 business days' notice. All requests for interments must be signed by the lot or grave space burial rights owner or his legal representative. It is the responsibility of the burial rights owner or his/her legal representative to verify the City has received their request if they fax or email the information to the City.

**Section 7.2. Supervision of Funerals and Interments.** All funerals and interments in the cemetery shall be under the supervision and direction of the Cemetery Sexton.

**Section 7.3. Rates and Charges.** All rates and charges made by the City for lots, grave spaces, grave openings and closing,

removals, or other services shall be in accordance with the schedule adopted from time to time by the City Council.

**Section 7.4. Interments after Normal Business Hours.** An additional charge will be made for burial services when the funeral services are not concluded by 3:00 p.m. Monday through Friday. This additional fee may be charged to the funeral home or to the persons requesting the funeral. Additional charges will be made for burial services that take place on a Saturday, Sunday or City designated holiday. These additional charges shall be part of the schedule adopted from time to time by the City Council.

**Section 7.5. Number of Interments Per Grave Space.**

A Grave space may contain:

- a. One (1) full burial and up to three (3) cremations
- b. One (1) child or infant and up to three (3) cremations
- c. Two (2) children or infants
- d. Four (4) cremations

**Section 7.6. Position of Graves.** Graves shall not be placed in a manner other than as designated on the cemetery lot plan on file at City Hall.

**Section 7.7. Opening and Closing of Graves.** All graves shall be opened and closed by City employees only.

**Section 7.8. Orders Given by Telephone.** Under no condition will the City assume responsibility for errors in opening grave spaces

when orders are given by telephone. Orders by a funeral director for the opening of a grave space will be considered as an order from the lot or grave space burial rights owner.

**Section 7.9. Misrepresentations or Error.** While the Cemetery Sexton will make all reasonable efforts to establish the identity of the person or persons claiming burial rights ownership of the lot or grave space or making arrangements for the interment, the City shall not be responsible for misrepresentations or errors made by the person or persons alleging to be the burial rights owner or his/her legal representative.

**Section 7.10. Interment Containers.** In order to maintain a high standard of care and to prevent sunken graves caused by the collapse of wooden boxes, all interments shall be made in vaults made of natural stone, metal, reinforced concrete, or other materials approved by the Cemetery Sexton. Such approval shall be based on permanency, durability and strength. Size of vaults shall be:

- (a) 4 feet or less for infants;
- (b) 4 feet or more for children; and
- (c) 6 feet or more for adults.

**Section 7.11. Grave Mounds.** Grave mounds are not permitted.

**Section 7.12. Removal of Flowers, Flags, Etc.** As soon as flowers, flags or emblems used at funerals and for adornment of graves become unsightly in the opinion of the Cemetery Sexton,

they will be removed and disposed of by City employees without notice to lot or grave space burial rights owners.

**Section 7.13. Opening of Caskets.** Once a casket containing a deceased person is in the cemetery, no person shall be permitted to open the casket without the consent of the legal representative of the deceased or an order signed by a court of competent jurisdiction or otherwise as permitted by law.

**Section 7.14. Disinterments and Removals.** No disinterment and removal to another location within the cemetery of the remains of a deceased person shall be permitted without the written consent of the legal heir of the deceased person or the written direction of a duly authorized public official. No disinterment and removal to another location outside of the cemetery shall be permitted without a permit from the Kent County Public Health Department, an order by a court of competent jurisdiction or otherwise as permitted by law. Charges for disinterments and removals shall be part of the schedule adopted from time to time by the City Council. Sexton must receive a minimum of one (1) weeks' notice prior to any disinterments or removals.

**Section 7.15. Interments in Other Cemeteries.** The cemetery personnel on request may assist other cemeteries in the area with the opening and closing of graves. The City requires that the exact location of the grave to be opened be clearly staked 8 business hours prior to the funeral service. Consideration of



notice less than 2 business days will be given, but the City is not required to complete a grave opening upon less than 2 business days' notice. The City requires that all the grave markers on adjacent grave spaces be cleared of snow at the time the grave to be opened is staked and that the snow be plowed on the cemetery roads leading to the grave space prior to the time the grave is opened. Charges for interments in other cemeteries will be the set fees charged for Oakwood Cemetery plus 50%.

As amended through April 19, 2004.

As amended February 7, 2005.

As amended July 6, 2010.

As amended September 6, 2011.

As amended November 16, 2020.

## Chapter 9 - CEMETERIES

### *Footnotes:*

--- (1) ---

**Charter reference**— *Authority to construct, provide, maintain, operate, etc., cemeteries, § 3.1(b)(5)(b); to enact cemetery regulations, § 5.9.*

**Cross reference**— *Administration, Ch. 2.*

### Sec. 9-1. - Enforcement.

The responsibility for the enforcement of this chapter, including the rules and regulations, shall be vested in the city manager.

(Code 1971, § 8-2)

### Sec. 9-2. - Jurisdiction.

The city manager shall have jurisdiction over all areas and their facilities, which are designated as public cemeteries and the construction, maintenance and operation of public cemeteries.

(Code 1971, § 8-3)

### Sec. 9-3. - Rules and regulations.

The city manager is authorized to make necessary cemetery rules and regulations to protect the public health, safety and welfare. The rules and regulations shall be submitted to the city council for approval. Any change or alteration in the rules and regulations shall be submitted to the city council for approval. No such rule or regulation shall become effective until approved by the city council.

(Code 1971, § 8-4)



## Memorandum

DATE: November 11, 2020

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

RE: Jane Ellen St. - Engineering Design Services

---

The City of Lowell has approximately \$300,000 available in the Street Funds that can be used for of street work. Jane Ellen St., in the Valley Vista subdivision is in need of resurfacing. The existing pavement is worn out and falling apart. Recent street sweeping exposed more areas of poor asphalt along the curb line of the street. There is a drainage issue in one location that is contributing to the deterioration of the street surface. We would like to resurface this street and have asked Williams & Works Engineers to provide a scope of services for the design portion of the work.

The project limits are from Sibley St. to Donna Dr. The work would consist of removal and replacement of the existing asphalt. If necessary, the gravel base may also be replaced. The drainage problem area is to be addressed, and any failed curb and gutter will be replaced. The sidewalk ramps will also be addressed, as needed.

Williams & Works has proposed design services that include soil borings to determine the existing base materials, survey work to identify existing features and help set the limits of the work, and design of the street work to be completed. They will also prepare all construction documents and will bid the work for the City of Lowell. For their services, Williams & Works has provided a proposed fee of \$21,900.

It is my recommendation: **That the Lowell City Council approve the design engineering services quote for the Jane Ellen Street Design Engineering Services, as proposal by Williams & Works in their letter dated November 9, 2020, for the amount of \$21,900.00.**

# williams&works

engineers | surveyors | planners

November 9, 2020

Mr. Dan Czarnecki, Public Works Director  
City of Lowell  
301 E. Main Street  
Lowell, MI 49331

RE: Jane Ellen Street - Street Resurfacing Design Engineering Services

Dear Mr. Czarnecki:

As its next local funded street project, the City of Lowell has selected Jane Ellen Street from Sibley St. to Donna St. to be resurfaced in the Spring of 2021. This letter presents our proposed services to the City of Lowell for the necessary design engineering tasks.

## **Project Scope**

The primary scope of the proposed construction project includes pavement resurfacing of Jane Ellen St. from Sibley St. to just west of Donna St., approximately 1,800 ft. The work area would include extending east and west into the intersection with Laurie Gail St. to the radius point of the curb (approximately 20 ft.) No underground utility work is anticipated. The preliminary construction estimate is approximately \$300,000.

The basic scope of construction would include milling or removal of the existing pavement, replacement of any unsuitable sand and gravel base material, replacement of any failed concrete curb and gutter sections, improvements to existing drainage structures as needed, paving with new Hot Mix Asphalt (HMA) surface, and replacement of cross walk striping. Preliminary field visits to the streets indicate that the majority of the curb is in good condition.

In addition to the street resurfacing work, some sidewalk ramps will be upgraded at the City's discretion. Since no federal funds are being used for the work, replacement of the ramps is not required. However, the City will plan to upgrade any ramp sections that are deteriorated or significantly steep at this time.

## **Design Engineering Services**

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- **Soil Borings** – We recommend that 6 soil borings approximately spaced 300 ft. be taken, to verify the thickness of the HMA and make-up of the underlying base materials. This will help determine the proper resurfacing process and identify areas for potential base material upgrades.
- **Survey** – A topographic survey be provided to identify the elevations of the existing centerline and gutters and will include features such as drive openings, utility castings, power poles, sidewalk ramps. This will aid in the bidding process and will be information available to the City for future utility and sidewalk work if needed. The survey limits would be from Right-of-Way to Right-of-Way and the intersection with Laurie Gail.
- **Design** – Using the soil boring and survey information, we will prepare preliminary plans, specifications and estimate for the street resurfacing project for the construction scope outlined above. Once complete, we will review the documents in detail with the City. After

review, we will address all comments and prepare final plans, specifications, contract documents and estimate ready for bidding.

- **Advertisement & Bidding** – On behalf of the City of Lowell, we will advertise the project for bidding early in 2021 to allow for an early Spring, 2021 construction. We will advertise the project in the state wide MITN web site and will alert local contractors directly. We propose a 3-week advertisement period. We will attend the bid opening and review the bids received for accuracy. If necessary, we will check references on the lowest bidders and issue a letter to the City summarizing the bid results.

### **Schedule**

Williams & Works can begin work on this project immediately upon authorization. We will pursue the design efforts this fall to allow the City to bid the project at their earliest convenience in the coming year.

### **Proposed Fee**

We propose to provide the design engineering services as defined above for the Jane Ellen Street reconstruction project for the following fees:

Design Surveying & Engineering -	\$ 18,400
<u>Soil Boring Allowance -</u>	<u>\$ 3,500</u>
<b>Jane Ellen Street Design Engineering Services</b>	<b>\$ 21,900</b>

Thank you for this opportunity to be of service and please feel free to contact us should you have any questions.

Respectfully,

Williams & Works



Dave Austin, P.E.

cc: Mike Burns, City of Lowell



# Jane Ellen St



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Printed 11/11/2020 9:11:12 AM



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:** November 13, 2020

**TO:** Mayor DeVore and the Lowell City Council

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

**RE:** City of Lowell MERS Addendum

---

Prior to 1/1/21, MERS is requiring each member's governing body complete an addendum, for each plan division that has active employees, for the purpose of confirming the definition of compensation, defining how certain leaves should be handled, indicating which employee classifications should be included in the plan, and reviewing the change in the handling of forfeiture assets.

For the time being, all employees with the exception of the two full time employees hired after July 1, 2020 are in the cities defined benefit plan. The two new hires will be placed in the City's new defined contribution plan once the matter is completely finalized. However, all matters pertaining to these employees regarding retirement are held in abeyance until the final employment agreement are finalized.

I have attached an addendum for the employees in the current defined benefit plan. I have also attached the form which we will file electronically and currently dictates the activities of the current plan.

**I recommend the City of Lowell approve the MERS addendum to our current Division 01 defined benefit plan.**



## Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

### I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name City of Lowell

Municipality number 4104

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 01

Division name on file with MERS CITY OF LOWELL GENERAL

### III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Full Time Employees

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).



## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Probationary Periods** (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be \_\_\_\_\_ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

# Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

## IV. Provisions

### 1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) \_\_\_\_\_ hours in a month.

### 2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

# Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

## 3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="radio"/> Base Wages	<input type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b> Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

# Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

**CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

## Types of Compensation

### Regular Wages

☒ Salary or hourly wage X hours

☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ On-call pay

☐ Other: \_\_\_\_\_

**Other Wages** apply: YES ☒ NO ☐

☒ Shift differentials

☒ Overtime

☐ Severance issued over time (weekly/bi-weekly)

☐ Other: \_\_\_\_\_

**Lump Sum Payments** apply: YES ☐ NO ☒

☒ PTO cash-out

☒ Longevity

☒ Bonuses

☒ Merit pay

☒ Job certifications

☐ Educational degrees

☐ Moving expenses

☐ Sick payouts

☐ Severance (if issued as lump sum)

☐ Other: \_\_\_\_\_

**Taxable Payments** apply: YES ☒ NO ☐

☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Personal use of a company car

☒ Car allowance

☐ Other: \_\_\_\_\_

**Reimbursement of Nontaxable Expenses** (as defined by the IRS) apply: YES ☒ NO ☐

☐ Gun, tools, equipment, uniform

☐ Phone

☐ Fitness

☐ Mileage reimbursement

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Other: \_\_\_\_\_

## Types of Deferrals

**Elective Deferrals of Employee Premiums/Contributions** apply: YES ☒ NO ☐

☒ 457 employee and employer contributions

☒ 125 cafeteria plan, FSAs and HSAs

☐ IRA contributions

☐ Other: \_\_\_\_\_

## Types of Benefits

**Nontaxable Fringe Benefits of Employees** apply: YES ☐ NO ☒

☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Short- or Long-term disability premiums

☐ Group term or whole life insurance < \$50,000

☐ Other: \_\_\_\_\_

**Mandatory Contributions** apply: YES ☒ NO ☐

☒ Defined Benefit employee contributions

☐ MERS Health Care Savings Program employee contributions

☐ Other: \_\_\_\_\_

**Taxable Fringe Benefits** apply: YES ☒ NO ☐

☒ Clothing reimbursement

☒ Stipends for health insurance opt out payments

☐ Group term life insurance > \$50,000

☐ Other: \_\_\_\_\_

**Other Benefits / Lump Sum Payments** apply: YES ☐ NO ☒

☐ Workers compensation settlement payments

☐ Other: \_\_\_\_\_

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

### V. Execution:

#### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by

at a Board Meeting which took place on: \_\_\_\_\_  
(mm/dd/yyyy)

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: **DataCollectionProject@mersofmich.com**



# Memorandum



To: Lowell City Council  
From: Steve Donkersloot & Charlie West  
Date: November 13, 2020  
Re: LL&P MERS Defined Benefit (DB), Hybrid, and Defined Contribution (DC)  
Addendums

---

Prior to 1/1/21, MERS is requiring that each member's governing body complete an addendum, for each plan division that has active employees, for the purpose of confirming the definition of compensation, defining how certain leaves should be handled, indicating which employee classifications should be included in the Plan, and reviewing the change in the handling of forfeiture assets. Because LL&P has three divisions with active employees – a DB, Hybrid, and DC – three addendums are required. To be clear, while LL&P has active employees in all three divisions, only the DC division is "Open"; meaning all new hires can only be enrolled in this division.

Included in your packet are the three addendums that were reviewed and approved by the LL&P Board at their November LL&P Board Meeting, which now require City Council's final approval.

It is the LL&P Board's recommendation for the City Council to approve the LL&P DB, Hybrid, and DC Addendums included in your packet.



## Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

### I. Effective Date

The effective date shall be the first day of **January, 2021**.

**II. Employer name** Lowell, City of-Light & Power

**Municipality number** 410402

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

**Division number** 41040201

**Division name on file with MERS** Light and Power

### III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

All employees who work no less than 35 hours/week.

Employee classification contains **public safety employees**: ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 41040201

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than ____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than <u>35</u> per month.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from ____ to ____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Probationary Periods** (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be \_\_\_\_ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.



## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 41040201

### IV. Provisions

#### 1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

100 hours in a month.

#### 2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workers' Compensation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 41040201

### 3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="radio"/> Base Wages	<input type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b> Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 41040201

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

### Types of Compensation

#### Regular Wages

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Salary or hourly wage X hours<br><input checked="" type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input checked="" type="checkbox"/> On-call pay<br><input checked="" type="checkbox"/> Other: <u>On-call pay has been included in past</u> |
|---|--|

#### Other Wages apply: YES ☒ NO ☐

- |  |  |
|--|--|
| <input type="checkbox"/> Shift differentials<br><input checked="" type="checkbox"/> Overtime | <input checked="" type="checkbox"/> Severance issued over time (weekly/bi-weekly)<br><input type="checkbox"/> Other: _____ |
|--|--|

#### Lump Sum Payments apply: YES ☒ NO ☐

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> PTO cash-out<br><input type="checkbox"/> Longevity<br><input type="checkbox"/> Bonuses<br><input checked="" type="checkbox"/> Merit pay<br><input type="checkbox"/> Job certifications | <input type="checkbox"/> Educational degrees<br><input type="checkbox"/> Moving expenses<br><input type="checkbox"/> Sick payouts<br><input checked="" type="checkbox"/> Severance (if issued as lump sum)<br><input type="checkbox"/> Other: _____ |
|--|---|

#### Taxable Payments apply: YES ☐ NO ☒

- |  |   |
|--|---|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)<br><input type="checkbox"/> Prizes, gift cards<br><input type="checkbox"/> Personal use of a company car | <input type="checkbox"/> Car allowance<br><input type="checkbox"/> Other: _____ |
|--|---|

#### Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- |   |  |
|---|--|
| <input type="checkbox"/> Gun, tools, equipment, uniform<br><input type="checkbox"/> Phone<br><input type="checkbox"/> Fitness | <input type="checkbox"/> Mileage reimbursement<br><input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement)<br><input type="checkbox"/> Other: _____ |
|---|--|

### Types of Deferrals

#### Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 457 employee and employer contributions<br><input checked="" type="checkbox"/> 125 cafeteria plan, FSAs and HSAs | <input checked="" type="checkbox"/> IRA contributions<br><input type="checkbox"/> Other: _____ |
|--|--|

### Types of Benefits

#### Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- |   |   |
|---|---|
| <input type="checkbox"/> Health plan, dental, vision benefits<br><input type="checkbox"/> Workers compensation premiums<br><input type="checkbox"/> Short- or Long-term disability premiums | <input type="checkbox"/> Group term or whole life insurance < \$50,000<br><input type="checkbox"/> Other: _____ |
|---|---|

#### Mandatory Contributions apply: YES ☒ NO ☐

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> Defined Benefit employee contributions<br><input checked="" type="checkbox"/> MERS Health Care Savings Program employee contributions | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

#### Taxable Fringe Benefits apply: YES ☐ NO ☒

- |  |  |
|--|--|
| <input type="checkbox"/> Clothing reimbursement<br><input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Group term life insurance > \$50,000<br><input type="checkbox"/> Other: _____ |
|--|--|

#### Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light & Power DIV:41040201

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Lowell - Light & Power

at a Board Meeting which took place on: 11/16/2020  
(mm/dd/yyyy)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: [DataCollectionProject@mersofmich.com](mailto:DataCollectionProject@mersofmich.com)

## Hybrid Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

### I. Effective Date

The effective date shall be the first day of **January, 2021**.

**II. Employer name** Lowell, City of-Light & Power

**Municipality number** 410402

This is an amendment of the existing Adoption Agreement for the MERS Hybrid Plan. Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date. Unless otherwise noted, sections refer to both the Defined Benefit and Defined Contribution portions of Hybrid.

**Division number** 410402HA

**Division name on file with MERS** All Full-time after 9/1/12

### III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Hybrid Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

All employees who work no less than 35 hours/week.

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

## Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402HA

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification under the Defined Benefit portion of Hybrid as defined under section IV (Provisions) in order to earn a month of service. Excluded classifications will require additional information below. For Defined Contribution portion of Hybrid, vesting is determined according to elapsed time (or hours reported, if applicable).

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than 35 _____ per week.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Probationary Periods** (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be \_\_\_\_\_ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.



## Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402HA

### IV. Provisions

#### 1. Service Credit Qualification (for Defined Benefit portion of Hybrid)

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility and service credit qualification in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

100 hours in a month.

**Note:** For purposes of Defined Contribution, vesting is determined by elapsed time or hours reported.

#### 2. Leaves of Absence (for Defined Benefit portion of Hybrid)

Indicate in the chart below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example, if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

**Note:** For the Defined Contribution portion of Hybrid service is not "granted" or "excluded" as elapsed time (or accumulated hours) are used to determine vesting. Contributions will be due only for months where wages are paid.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective 1/1/07, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting under both Defined Benefit and Defined Contribution portions.

## Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402HA

### 3. Definition of Compensation

To streamline your Hybrid administration, MERS encourages you to use the same Definition of Compensation for both the Defined Benefit and Defined Contribution components. Contributions are calculated using the elected definition and must be reported to MERS separately for Defined Benefit and Defined Contribution.

☐ My Defined Contribution portion uses a different definition. Fill out the below for your Defined Benefit portion and contact MERS at [DataCollectionProject@mersofmich.com](mailto:DataCollectionProject@mersofmich.com) for instructions.

Select your definition here. If you choose to customize your definition, skip this table and go to page 5.

	<input type="radio"/> Base Wages	<input type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b> Hybrid Plan employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included



## Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402HA

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions. Wages are reported based on definition selected and the percentage of contributions should be determined using that wage.

### Types of Compensation

#### Regular Wages

- ☒ Salary or hourly wage X hours ☒ On-call pay  
☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) ☒ Other: On-call pay has been included in past

#### Other Wages apply: YES ☒ NO ☐

- ☐ Shift differentials ☒ Severance issued over time (weekly/bi-weekly)  
☒ Overtime ☐ Other: \_\_\_\_\_

#### Lump Sum Payments apply: YES ☒ NO ☐

- ☒ PTO cash-out ☐ Educational degrees  
☐ Longevity ☐ Moving expenses  
☐ Bonuses ☐ Sick payouts  
☒ Merit pay ☒ Severance (if issued as lump sum)  
☐ Job certifications ☐ Other: \_\_\_\_\_

#### Taxable Payments apply: YES ☐ NO ☒

- ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)  
☐ Prizes, gift cards ☐ Car allowance  
☐ Personal use of a company car ☐ Other: \_\_\_\_\_

#### Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- ☐ Gun, tools, equipment, uniform ☐ Mileage reimbursement  
☐ Phone ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)  
☐ Fitness ☐ Other: \_\_\_\_\_

### Types of Deferrals

#### Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- ☒ 457 employee and employer contributions ☒ IRA contributions  
☒ 125 cafeteria plan, FSAs and HSAs ☐ Other: \_\_\_\_\_

### Types of Benefits

#### Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- ☐ Health plan, dental, vision benefits ☐ Group term or whole life insurance < \$50,000  
☐ Workers compensation premiums ☐ Other: \_\_\_\_\_  
☐ Short- or Long-term disability premiums

#### Mandatory Contributions apply: YES ☒ NO ☐

- ☒ Hybrid Plan employee contributions ☐ Other: \_\_\_\_\_  
☒ MERS Health Care Savings Program employee contributions

#### Taxable Fringe Benefits apply: YES ☐ NO ☒

- ☐ Clothing reimbursement ☐ Group term life insurance > \$50,000  
☐ Stipends for health insurance opt out payments ☐ Other: \_\_\_\_\_

#### Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- ☐ Workers compensation settlement payments ☐ Other: \_\_\_\_\_

## Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402HA

### 4. Forfeiture (for Defined Contribution portion of Hybrid)

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

### V. Execution:

#### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Lowell - Light & Power

at a Board Meeting which took place on: 11/16/2020  
(mm/dd/yyyy)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: [DataCollectionProject@mersofmich.com](mailto:DataCollectionProject@mersofmich.com)

## Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

### I. Effective Date

The effective date shall be the first day of **January, 2021**.

**II. Employer name** Lowell, City of-Light & Power

**Municipality number** 410402

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

**Division number** 410402110629

**Division name** All FT N-U aft 2/1/2020 & Un. aft 3/1/2020

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

### III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

All employees who work no less than 35 hours/week.

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

## Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402110629

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than <sup>35</sup> _____ per week_____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Probationary Periods** (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be \_\_\_\_\_ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

## Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402110629

### IV. Provisions

#### 1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

*Note:* Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

## Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402110629

### 2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="radio"/> Base Wages	<input type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b>	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included



## Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402110629

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

### Types of Compensation

#### Regular Wages

☒ Salary or hourly wage X hours☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)☒ On-call pay☒ Other: On-call pay has been included in pastOther Wages apply: YES ☒ NO ☐☐ Shift differentials☒ Overtime☒ Severance issued over time (weekly/bi-weekly)☐ Other: \_\_\_\_\_Lump Sum Payments apply: YES ☒ NO ☐☒ PTO cash-out☐ Longevity☐ Bonuses☒ Merit pay☐ Job certifications☐ Educational degrees☐ Moving expenses☐ Sick payouts☒ Severance (if issued as lump sum)☐ Other: \_\_\_\_\_Taxable Payments apply: YES ☐ NO ☒☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)☐ Prizes, gift cards☐ Personal use of a company car☐ Car allowance☐ Other: \_\_\_\_\_Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒☐ Gun, tools, equipment, uniform☐ Phone☐ Fitness☐ Mileage reimbursement☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)☐ Other: \_\_\_\_\_

### Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐☒ 457 employee and employer contributions☒ 125 cafeteria plan, FSAs and HSAs☒ IRA contributions☐ Other: \_\_\_\_\_

### Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒☐ Health plan, dental, vision benefits☐ Workers compensation premiums☐ Short- or Long-term disability premiums☐ Group term or whole life insurance < \$50,000☐ Other: \_\_\_\_\_Mandatory Contributions apply: YES ☒ NO ☐Taxable Fringe Benefits apply: YES ☐ NO ☒☐ Clothing reimbursement☐ Stipends for health insurance opt out payments☐ Group term life insurance > \$50,000☐ Other: \_\_\_\_\_Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒☐ Workers compensation settlement payments☐ Other: \_\_\_\_\_

## Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Lowell, City of-Light &amp; Power

DIV: 410402110629

### 3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

### V. Execution:

#### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Lowell - Light & Power

at a Board Meeting which took place on: 11/16/2020  
(mm/dd/yyyy)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: [DataCollectionProject@mersofmich.com](mailto:DataCollectionProject@mersofmich.com)



# Memorandum



**DATE:** November 13, 2020

**TO:** Michael Burns, City Manager

**FROM:** Daniel Czarnecki, Public Works Director 

**PUBLIC WORKS**

**RE:** Foreman St. MDOT Contract

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The City of Lowell is receiving funding through the MDOT Surface Transportation Program Small Urban Funds program for the Foreman St. Sanitary Sewer project. We have the opportunity to receive \$141,500 to put towards the street portion of the project work. The work on this project must follow MDOT procedures for design, bidding, construction oversight, and project payment. In order to access the MDOT Small Urban Funds the City needs to approve and sign the standard agreement contract with MDOT.

MDOT also requires the city to authorize an official to sign the document, via a certified resolution.

**Recommended Motion:** That the Lowell City Council adopt Resolution 23-20, approving the MDOT agreement for the Foreman St. Sanitary Sewer Project, and authorizes Mr. Michael Burns, City Manager, to act as agent on behalf of the City of Lowell to sign the contract documents with MDOT, Contract #20-5404.

**CITY OF FENTON  
RESOLUTION NO. 23-20**

**A RESOLUTION TO APPROVE THE MDOT FOREMEN ST. CONTRACT AND  
AUTHORIZE THE LOWELL CITY MANAGER TO SIGN THE CONTRACT  
(CONTRACT #20-5404)**

At a regular meeting of the City Council of the City of Lowell, Kent County, Michigan, held in the Lowell City Hall Council Chambers, 301 E. Main St., in said City, on November 16, 2020, at 7:00 pm.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Councilperson \_\_\_\_\_, and supported by Councilperson \_\_\_\_\_.

WHEREAS, the City of Lowell maintains Foreman St. within the City of Lowell as part of their City Major Street system under Public ACT 51.

WHEREAS, the City of Lowell will be performing a sanitary sewer replacement project on Forman St. between Beech St. and N. Hudson St. in the City of Lowell.

WHEREAS, the City of Lowell can receive funding from the Michigan Department of Transportation (MDOT) Surface Transportation Program, Small Urban Funds for a portion of the roadway reconstruction work.

WHEREAS, MDOT requires a formal authorization from the public agency indicating who is authorized to sign the contract.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has approved the MDOT Standard Agreement Contract for the Foreman St. Sanitary Sewer Project, and authorizes Mr. Michael Burns, City Manager, to act as agent on behalf of the City of Lowell to sign the contract documents with MDOT, Contract #20-5404.

PRESENT:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

## **CERTIFICATION**

I Susan Ullery, Clerk for the City of Lowell, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council for the City of Lowell at a regular meeting held on the 16<sup>th</sup> day of November, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

---

Susan Ullery, City Clerk

STP

DA

Control Section	STUL 41000
Job Number	209724CON
Project	20A1(075)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5404

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF LOWELL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Lowell, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 12, 2020, attached hereto and made a part hereof:

#### PART A - FEDERAL PARTICIPATION

Hot mix asphalt roadway reconstruction work along Foreman Street from approximately 100 feet east of Beech Street to North Hudson Street; including concrete sidewalk ramp and pavement marking work; and all together with necessary related work.

#### PART B - NO FEDERAL PARTICIPATION

Sanitary sewer installation and related concrete sidewalk work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

## SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$145,492.00 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the

DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall

immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such



highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF LOWELL

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



October 12, 2020

EXHIBIT I

CONTROL SECTION	STUL 41000
JOB NUMBER	209724CON
PROJECT	20A1(075)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$172,900	\$105,500	\$278,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$172,900	\$105,500	\$278,400
Less Federal Funds*	<u>\$141,500</u>	<u>\$ -0-</u>	<u>\$141,500</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 31,400	\$105,500	\$136,900

\*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
  - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.



- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.



## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAXES	TAXES	2,095,381.37	1,753,814.80	50,251.85	341,566.57	83.70
STATE	STATE GRANTS	348,250.00	78,227.54	78,213.79	270,022.46	22.46
LICPER	LICENSES AND PERMITS	42,918.00	20,505.93	155.00	22,412.07	47.78
CHARGES	CHARGES FOR SERVICES	370,683.00	29,999.86	10,836.50	340,683.14	8.09
INT	INTEREST AND RENTS	15,100.00	0.00	0.00	15,100.00	0.00
OTHER	OTHER REVENUE	17,100.00	5,260.34	(3,799.11)	11,839.66	30.76
TRANSIN	TRANSFERS IN	308,632.00	0.00	0.00	308,632.00	0.00
FINES	FINES AND FORFEITURES	6,550.00	1,134.00	0.00	5,416.00	17.31
LOCAL	LOCAL CONTRIBUTIONS	14,108.00	8,197.45	2,902.88	5,910.55	58.10
TOTAL REVENUES		3,218,722.37	1,897,139.92	138,560.91	1,321,582.45	58.94
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
101	COUNCIL	20,644.65	631.78	98.42	20,012.87	3.06
172	MANAGER	216,291.41	38,414.61	10,406.08	177,876.80	17.76
191	ELECTIONS	12,888.00	3,520.82	96.35	9,367.18	27.32
209	ASSESSOR	59,620.00	14,824.30	3,776.42	44,795.70	24.86
210	ATTORNEY	65,000.00	13,914.25	5,775.25	51,085.75	21.41
215	CLERK	139,683.01	37,972.67	9,858.70	101,710.34	27.18
253	TREASURER	232,848.98	97,489.19	23,536.11	135,359.79	41.87
265	CITY HALL	139,223.54	40,332.69	8,350.00	98,890.85	28.97
276	CEMETERY	137,863.96	36,048.99	11,522.34	101,814.97	26.15
294	UNALLOCATED MISCELLANEOUS	7,000.00	117,031.00	0.00	(110,031.00)	1,671.87
301	POLICE DEPARTMENT	873,572.11	246,591.66	66,362.59	626,980.45	28.23
305	CODE ENFORCEMENT	0.00	12,239.88	0.00	(12,239.88)	100.00
336	FIRE	121,534.51	57,946.24	28,973.12	63,588.27	47.68
371	BUILDING INSPECTION DEPARTMENT	0.00	0.00	0.00	0.00	0.00
400	PLANNING & ZONING	55,427.06	16,344.02	6,121.89	39,083.04	29.49
426	EMERGENCY MANAGEMENT	0.00	16,574.72	1,040.00	(16,574.72)	100.00
441	DEPARTMENT OF PUBLIC WORKS	299,276.91	65,236.03	15,955.50	234,040.88	21.80
442	SIDEWALK	3,895.66	532.16	20.09	3,363.50	13.66
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
523	TRASH	0.00	0.00	0.00	0.00	0.00
651	AMBULANCE	0.00	0.00	0.00	0.00	0.00
672	SENIOR CITIZEN CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
728	ECONOMIC DEVELOPMENT	0.00	739.27	0.00	(739.27)	100.00
747	CHAMBER/RIVERWALK	6,500.00	875.07	221.03	5,624.93	13.46
751	PARKS	171,693.46	43,145.04	6,980.15	128,548.42	25.13
757	SHOWBOAT	500.00	413.64	51.88	86.36	82.73
758	DOG PARK	0.00	0.00	0.00	0.00	0.00
774	RECREATION CONTRIBUTIONS	5,000.00	0.00	0.00	5,000.00	0.00
790	LIBRARY	73,711.27	18,562.33	4,016.95	55,148.94	25.18
803	HISTORICAL DISTRICT COMMISSION	0.00	150.00	0.00	(150.00)	100.00
804	MUSEUM	48,561.01	25,813.73	1,561.39	22,747.28	53.16
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	488,632.00	0.00	0.00	488,632.00	0.00
TOTAL EXPENDITURES		3,179,367.54	905,344.09	204,724.26	2,274,023.45	28.48
TOTAL REVENUES		3,218,722.37	1,897,139.92	138,560.91	1,321,582.45	58.94
TOTAL EXPENDITURES		3,179,367.54	905,344.09	204,724.26	2,274,023.45	28.48
NET OF REVENUES & EXPENDITURES		39,354.83	991,795.83	(66,163.35)	(952,441.00)	2,520.14

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	500.00	0.00	0.00	500.00	0.00
OTHER	OTHER REVENUE	277,784.00	64,492.54	1,178.17	213,291.46	23.22
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		278,284.00	64,492.54	1,178.17	213,791.46	23.18
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	265,000.00	128,275.80	0.00	136,724.20	48.41
463	MAINTENANCE	56,809.50	18,625.88	630.13	38,183.62	32.79
474	TRAFFIC	10,819.79	3,070.45	213.29	7,749.34	28.38
478	WINTER MAINTENANCE	64,355.22	4,377.80	2,657.40	59,977.42	6.80
483	ADMINISTRATION	16,944.00	3,090.50	846.50	13,853.50	18.24
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		413,928.51	157,440.43	4,347.32	256,488.08	38.04
TOTAL REVENUES		278,284.00	64,492.54	1,178.17	213,791.46	23.18
TOTAL EXPENDITURES		413,928.51	157,440.43	4,347.32	256,488.08	38.04
NET OF REVENUES & EXPENDITURES		(135,644.51)	(92,947.89)	(3,169.15)	(42,696.62)	68.52

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	100.00	0.00	0.00	100.00	0.00
OTHER	OTHER REVENUE	116,029.65	24,141.88	0.00	91,887.77	20.81
TRANSIN	TRANSFERS IN	180,000.00	0.00	0.00	180,000.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		296,129.65	24,141.88	0.00	271,987.77	8.15
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	274,500.00	107,373.70	5,369.70	167,126.30	39.12
463	MAINTENANCE	89,275.08	16,002.31	3,981.81	73,272.77	17.92
474	TRAFFIC	11,707.60	5,170.04	385.58	6,537.56	44.16
478	WINTER MAINTENANCE	88,065.80	5,679.05	3,206.94	82,386.75	6.45
483	ADMINISTRATION	19,662.00	4,008.50	846.50	15,653.50	20.39
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		483,210.48	138,233.60	13,790.53	344,976.88	28.61
TOTAL REVENUES		296,129.65	24,141.88	0.00	271,987.77	8.15
TOTAL EXPENDITURES		483,210.48	138,233.60	13,790.53	344,976.88	28.61
NET OF REVENUES & EXPENDITURES		(187,080.83)	(114,091.72)	(13,790.53)	(72,989.11)	60.99

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
INT	INTEREST AND RENTS	50.00	0.00	0.00	50.00	0.00
OTHER	OTHER REVENUE	25,000.00	0.00	0.00	25,000.00	0.00
TOTAL REVENUES		25,050.00	0.00	0.00	25,050.00	0.00
Expenditures						
000		25,000.00	105.00	105.00	24,895.00	0.42
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		25,000.00	105.00	105.00	24,895.00	0.42
TOTAL REVENUES		25,050.00	0.00	0.00	25,050.00	0.00
TOTAL EXPENDITURES		25,000.00	105.00	105.00	24,895.00	0.42
NET OF REVENUES & EXPENDITURES		50.00	(105.00)	(105.00)	155.00	210.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
TAXES	TAXES	600,000.00	544,892.00	1,092.00	55,108.00	90.82
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	2,500.00	0.00	0.00	2,500.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		602,500.00	544,892.00	1,092.00	57,608.00	90.44
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	176,250.00	72,235.19	0.00	104,014.81	40.98
463	MAINTENANCE	113,716.73	26,838.60	5,660.74	86,878.13	23.60
483	ADMINISTRATION	63,273.22	15,301.78	3,734.42	47,971.44	24.18
740	COMMUNITY PROMOTIONS	75,000.00	0.00	0.00	75,000.00	0.00
906	DEBT SERVICE	34,263.28	34,263.28	0.00	0.00	100.00
965	TRANSFERS OUT	325,972.00	0.00	0.00	325,972.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		788,475.23	148,638.85	9,395.16	639,836.38	18.85
TOTAL REVENUES		602,500.00	544,892.00	1,092.00	57,608.00	90.44
TOTAL EXPENDITURES		788,475.23	148,638.85	9,395.16	639,836.38	18.85
NET OF REVENUES & EXPENDITURES		(185,975.23)	396,253.15	(8,303.16)	(582,228.38)	213.07

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 249 - BUILDING INSPECTION FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	45,000.00	33,122.00	7,926.00	11,878.00	73.60
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		45,000.00	33,122.00	7,926.00	11,878.00	73.60
Expenditures						
371	BUILDING INSPECTION DEPARTMENT	40,000.00	25,412.40	7,133.40	14,587.60	63.53
TOTAL EXPENDITURES		40,000.00	25,412.40	7,133.40	14,587.60	63.53
TOTAL REVENUES		45,000.00	33,122.00	7,926.00	11,878.00	73.60
TOTAL EXPENDITURES		40,000.00	25,412.40	7,133.40	14,587.60	63.53
NET OF REVENUES & EXPENDITURES		5,000.00	7,709.60	792.60	(2,709.60)	154.19

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
STATE	STATE GRANTS	500,000.00	0.00	0.00	500,000.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	2,000.00	1,280.00	60.00	720.00	64.00
OTHER	OTHER REVENUE	5,000.00	40,000.00	2,500.00	(35,000.00)	800.00
TRANSIN	TRANSFERS IN	1,000.00	0.00	0.00	1,000.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		508,000.00	41,280.00	2,560.00	466,720.00	8.13
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
265	CITY HALL	0.00	0.00	0.00	0.00	0.00
276	CEMETERY	0.00	0.00	0.00	0.00	0.00
301	POLICE DEPARTMENT	0.00	0.00	0.00	0.00	0.00
442	SIDEWALK	0.00	0.00	0.00	0.00	0.00
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
474	TRAFFIC	0.00	0.00	0.00	0.00	0.00
751	PARKS	505,000.00	892,007.48	293,254.50	(387,007.48)	176.64
758	DOG PARK	1,000.00	78.04	28.08	921.96	7.80
759	COMMUNITY GARDEN	0.00	0.00	0.00	0.00	0.00
790	LIBRARY	0.00	2,200.00	2,200.00	(2,200.00)	100.00
TOTAL EXPENDITURES		506,000.00	894,285.52	295,482.58	(388,285.52)	176.74
TOTAL REVENUES		508,000.00	41,280.00	2,560.00	466,720.00	8.13
TOTAL EXPENDITURES		506,000.00	894,285.52	295,482.58	(388,285.52)	176.74
NET OF REVENUES & EXPENDITURES		2,000.00	(853,005.52)	(292,922.58)	855,005.52	42,650.2

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	15,216.00	8,323.97	2,853.15	6,892.03	54.71
INT	INTEREST AND RENTS	55,100.00	11,140.00	2,820.00	43,960.00	20.22
OTHER	OTHER REVENUE	0.00	25.00	0.00	(25.00)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		70,316.00	19,488.97	5,673.15	50,827.03	27.72
Expenditures						
000		81,500.00	20,601.16	6,160.84	60,898.84	25.28
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		81,500.00	20,601.16	6,160.84	60,898.84	25.28
TOTAL REVENUES		70,316.00	19,488.97	5,673.15	50,827.03	27.72
TOTAL EXPENDITURES		81,500.00	20,601.16	6,160.84	60,898.84	25.28
NET OF REVENUES & EXPENDITURES		(11,184.00)	(1,112.19)	(487.69)	(10,071.81)	9.94



REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	1,018,339.00	338,906.34	91,452.77	679,432.66	33.28
INT	INTEREST AND RENTS	7,000.00	0.00	0.00	7,000.00	0.00
OTHER	OTHER REVENUE	100.00	74.24	0.00	25.76	74.24
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,025,439.00	338,980.58	91,452.77	686,458.42	33.06
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
550	TREATMENT	629,722.88	139,805.05	12,646.32	489,917.83	22.20
551	COLLECTION	413,016.90	34,171.61	14,274.70	378,845.29	8.27
552	CUSTOMER ACCOUNTS	85,040.11	40,000.56	4,917.46	45,039.55	47.04
553	ADMINISTRATION	421,791.50	117,683.64	2,117.00	304,107.86	27.90
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,549,571.39	331,660.86	33,955.48	1,217,910.53	21.40
TOTAL REVENUES		1,025,439.00	338,980.58	91,452.77	686,458.42	33.06
TOTAL EXPENDITURES		1,549,571.39	331,660.86	33,955.48	1,217,910.53	21.40
NET OF REVENUES & EXPENDITURES		(524,132.39)	7,319.72	57,497.29	(531,452.11)	1.40

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,118,692.00	437,116.19	112,594.15	681,575.81	39.07
INT	INTEREST AND RENTS	17,040.00	2,149.99	500.00	14,890.01	12.62
OTHER	OTHER REVENUE	5,000.00	9,258.78	135.55	(4,258.78)	185.18
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,140,732.00	448,524.96	113,229.70	692,207.04	39.32
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
552	CUSTOMER ACCOUNTS	0.00	0.00	0.00	0.00	0.00
570	TREATMENT	487,139.53	140,439.35	31,022.51	346,700.18	28.83
571	DISTRIBUTION	464,117.80	110,172.08	23,457.58	353,945.72	23.74
572	CUSTOMER ACCOUNTS	90,208.11	42,491.18	4,917.37	47,716.93	47.10
573	ADMINISTRATION	406,437.50	48,791.75	518.00	357,645.75	12.00
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,447,902.94	341,894.36	59,915.46	1,106,008.58	23.61
TOTAL REVENUES		1,140,732.00	448,524.96	113,229.70	692,207.04	39.32
TOTAL EXPENDITURES		1,447,902.94	341,894.36	59,915.46	1,106,008.58	23.61
NET OF REVENUES & EXPENDITURES		(307,170.94)	106,630.60	53,314.24	(413,801.54)	34.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
INT	INTEREST AND RENTS	80,274.00	80,274.00	0.00	0.00	100.00
OTHER	OTHER REVENUE	0.00	2,403.42	0.00	(2,403.42)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		80,274.00	82,677.42	0.00	(2,403.42)	102.99
Expenditures						
000		110,800.00	73,578.27	14,003.59	37,221.73	66.41
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		110,800.00	73,578.27	14,003.59	37,221.73	66.41
TOTAL REVENUES		80,274.00	82,677.42	0.00	(2,403.42)	102.99
TOTAL EXPENDITURES		110,800.00	73,578.27	14,003.59	37,221.73	66.41
NET OF REVENUES & EXPENDITURES		(30,526.00)	9,099.15	(14,003.59)	(39,625.15)	29.81

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 661 - EQUIPMENT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	226,325.00	51,397.13	11,396.47	174,927.87	22.71
INT	INTEREST AND RENTS	100.00	0.00	0.00	100.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	17,340.00	0.00	0.00	17,340.00	0.00
TOTAL REVENUES		243,765.00	51,397.13	11,396.47	192,367.87	21.08
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
895	FLEET MAINT. & REPLACEMENT	319,816.90	46,333.01	26,257.60	273,483.89	14.49
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		319,816.90	46,333.01	26,257.60	273,483.89	14.49
TOTAL REVENUES		243,765.00	51,397.13	11,396.47	192,367.87	21.08
TOTAL EXPENDITURES		319,816.90	46,333.01	26,257.60	273,483.89	14.49
NET OF REVENUES & EXPENDITURES		(76,051.90)	5,064.12	(14,861.13)	(81,116.02)	6.66

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 711 - CEMETERY FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	10,000.00	5,000.00	1,000.00	5,000.00	50.00
INT	INTEREST AND RENTS	2,000.00	0.00	0.00	2,000.00	0.00
TOTAL REVENUES		12,000.00	5,000.00	1,000.00	7,000.00	41.67
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		12,000.00	5,000.00	1,000.00	7,000.00	41.67
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		12,000.00	5,000.00	1,000.00	7,000.00	41.67

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 714 - LEE FUND						
Revenues						
INT	INTEREST AND RENTS	4,000.00	(217.67)	0.00	4,217.67	(5.44)
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,000.00	(217.67)	0.00	4,217.67	(5.44)
Expenditures						
000		4,000.00	0.00	0.00	4,000.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
TOTAL REVENUES		4,000.00	(217.67)	0.00	4,217.67	5.44
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	(217.67)	0.00	217.67	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 715 - LOOK FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	648.65	0.15	(648.65)	100.00
OTHER	OTHER REVENUE	40,000.00	0.00	0.00	40,000.00	0.00
TOTAL REVENUES		40,000.00	648.65	0.15	39,351.35	1.62
Expenditures						
000		40,000.00	0.00	0.00	40,000.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		40,000.00	0.00	0.00	40,000.00	0.00
TOTAL REVENUES		40,000.00	648.65	0.15	39,351.35	1.62
TOTAL EXPENDITURES		40,000.00	0.00	0.00	40,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	648.65	0.15	(648.65)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 716 - CARR FUND						
Revenues						
INT	INTEREST AND RENTS	200.00	0.00	0.00	200.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		200.00	0.00	0.00	200.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		200.00	0.00	0.00	200.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		200.00	0.00	0.00	200.00	0.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 717 - PENSION TRUST FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL  
 PERIOD ENDING 10/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020	ACTIVITY FOR MONTH 10/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR FUND II						
Revenues						
INT	INTEREST AND RENTS	50.00	0.00	0.00	50.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		50.00	0.00	0.00	50.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		50.00	0.00	0.00	50.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		50.00	0.00	0.00	50.00	0.00
TOTAL REVENUES - ALL FUNDS		7,590,462.02	3,551,568.38	374,069.32	4,038,893.64	46.79
TOTAL EXPENDITURES - ALL FUNDS		8,989,572.99	3,083,527.55	675,271.22	5,906,045.44	34.30
NET OF REVENUES & EXPENDITURES		(1,399,110.97)	468,040.83	(301,201.90)	(1,867,151.80)	33.45

CITY OF LOWELL  
REPORT FOR : OCTOBER  
FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 18.6297 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE  
MONTH OF: OCTOBER TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION  
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 243 HOURS, WHICH RESULTED IN  
414.25 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 120.02

ELECTRICAL COST PER MILLION GALLONS: \$ 227.77

TOTAL COST PER MILLION GALLONS: \$ 347.78

---

WATER PRODUCTION

DAILY AVERAGE: 0.601 MILLION GALLONS

DAILY MAXIMUM: 0.727 MILLION GALLONS

DAILY MINIMUM: 0.344 MILLION GALLONS

THE AVERAGE PLANT OPERATION TIME WAS 7.8387 HOURS PER DAY.

**LOWELL POLICE DEPARTMENT  
MONTHLY REPORT SUMMARY  
CALENDAR YEAR 2020**

<b>Complaint Book Total</b>	<b>203</b>	<b>369</b>	<b>512</b>	<b>628</b>	<b>752</b>	<b>944</b>	<b>1136</b>	<b>1374</b>	<b>1547</b>	<b>1740</b>			
<b>Activity</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
<b>Total Arrests</b>	12	13	10	0	7	5	7	6	7	12			79
<b>Alcohol (MIP/Open Intox)</b>	2	0	0	0	0	1	0	0	0	4			7
<b>Drug Law Violations</b>	0	0	0	0	0	0	0	1	0	1			2
<b>Drunk Driving</b>	1	2	1	0	2	2	0	1	0	1			10
<b>Suspended License</b>	0	4	2	0	2	0	3	1	1	1			14
<b>Warrant Arrest</b>	4	2	4	0	2	1	3	0	5	3			24
<b>Other Arrests</b>	5	5	3	0	1	1	1	3	1	2			22
<b>Assault</b>	5	0	0	0	1	0	0	0	0	5			11
<b>Assault (Civil/Verbal)</b>	2	5	3	6	1	4	11	8	5	3			48
<b>Assault (Domestic)</b>	4	0	5	1	4	4	1	0	0	1			20
<b>Assist from Other Agency</b>	13	9	6	2	13	13	1	4	4	3			68
<b>Assist to Other Agency</b>	14	20	18	17	26	17	24	18	14	17			185
<b>Assist to Citizen</b>	17	26	15	11	14	26	28	61	59	57			314
<b>Breaking &amp; Entering</b>	1	0	0	1	1	2	0	0	1	3			9
<b>Disorderly Conduct</b>	3	4	1	6	1	1	4	1	0	1			22
<b>Dog/Animal</b>	5	2	5	0	3	1	2	3	0	2			23
<b>Larceny</b>	4	2	2	5	4	6	3	9	4	6			45
<b>Malicious Destruction</b>	0	2	2	1	0	0	3	0	0	1			9
<b>Motorist Assist</b>	9	6	3	2	5	7	2	7	10	8			59
<b>Ordinance Violations</b>	10	6	6	4	2	9	3	0	2	3			45
<b>Accident Total</b>	8	9	5	6	4	3	7	11	9	6			68
<b>{Property Damage}</b>	8	6	5	6	4	2	6	7	9	6			59
<b>{Personal Injury}</b>	0	3	0	0	0	1	1	4	0	0			9
<b>Citations Issued</b>	38	47	15	0	30	6	25	12	31	25			229
<b>Traffic Stops: Warned</b>	109	101	55	4	9	36	95	56	59	60			584
<b>Total # of Traffic Stops</b>	147	130	62	2	38	40	130	72	89	85			795

**MONTHLY COMPARISON TOTALS  
OCTOBER 2019 AND 2020**

ACTIVITY	OCTOBER	2019 YEAR-TO-DATE	OCTOBER	2020 YEAR-TO-DATE
Total Arrests	22	195	12	79
Alcohol (MIP/Open Intox)	2	23	4	7
Drug Law Violations	0	9	1	2
Drunk Driving	3	17	1	10
Suspended License	5	15	1	14
Warrant Arrest	5	71	3	24
Other Arrests	7	60	2	22
Assault	2	14	5	11
Assault (Verbal)	3	38	3	48
Assault (Domestic)	1	14	1	20
Assist from Other Agency	6	99	3	68
Assist to Other Agency	27	145	17	185
Assist to Citizen	20	311	57	324
Breaking & Entering	1	14	3	9
Disorderly Conduct	4	45	1	22
Dog Complaints	7	36	2	23
Larceny	5	80	6	45
Malicious Destruction	1	20	1	9
Motorist Assist	10	91	8	59
Ordinance Violations	5	46	3	45
Accident Total	16	108	6	68
{Property Damage}	15	97	6	59
{Personal Injury}	1	11	0	9
Citations Issued	37	303	25	229
Traffic Stops: Warned	124	912	60	584
# of Traffic Stops Made	146	1129	85	795
TOTAL COMPLAINTS	199	1901	193	1740

**ASSISTING OTHER AGENCIES  
OCTOBER 2020**

20-1565	10/2/2020	PDA	KENT COUNTY	ASSIST	LOWELL TWP
20-1569	10/3/2020	THREATS	KENT COUNTY	BACK UP	LOWELL TWP
20-1572	10/4/2020	VCSA	KENT COUNTY	BACK UP	LOWELL TWP
20-1575	10/4/2020	DOMESTIC	KENT COUNTY	BACK UP	LOWELL TWP
20-1604	10/7/2020	ATTEMPT TO LOCATE PERSON	MSP	ASSISTED	CITY OF LOWELL
20-1608	10/8/2020	ALARM	KENT COUNTY	BACK UP	LOWELL TWP
20-1634	10/13/2020	PI ACCIDENT	KENT COUNTY	ASSISTED	LOWELL TWP
20-1635	10/13/2020	MOTORIST ASST	KENT COUNTY	ASSISTED	LOWELL TWP
20-1653	10/16/2020	DOA	ROCKFORD AMB	ASSISTED	CITY OF LOWELL
20-1660	10/18/2020	OWI	KENT COUNTY	ASSISTED	LOWELL TWP
20-1662	10/18/2020	DISORDERLY	ROCKFORD AMB	ASSISTED	CITY OF LOWELL
20-1671	10/19/2020	PI ACCIDENT	KENT COUNTY	ASSISTED	LOWELL TWP
20-1691	10/24/2020	MISSING CHILD	KENT COUNTY	ASSISTED	CITY OF LOWELL
20-1692	10/25/2020	CPS REFERRAL	CPS	ASSISTED	CITY OF LOWELL
20-1694	10/25/2020	ALARM	KENT COUNTY	BACK UP	LOWELL TWP
20-1697	10/25/2020	ATT TO LOCATE PERSON	KENT COUNTY	ASSISTED	CITY OF LOWELL
20-1733	10/30/2020	THREATS	KENT COUNTY	ASSISTED	LOWELL TWP

**AGENCIES ASSISTING LOWELL PD  
OCTOBER 2020**

<b>20-1598</b>	<b>10/7/2020</b>	<b>DOMESTIC</b>	<b>KENT COUNTY</b>	<b>BACK UP</b>
<b>20-1607</b>	<b>10/8/2020</b>	<b>DOMESTIC</b>	<b>KENT COUNTY</b>	<b>BACK UP</b>
<b>20-1681</b>	<b>10/23/2020</b>	<b>SUICIDAL SUBJECT</b>	<b>KENT COUNTY</b>	<b>BACK UP</b>

# Monthly Operating Report

for the . . .

Contract Operation

of the . . .



Wastewater Treatment Plant

October 2020







November 12, 2020

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

Dear Mr. Burns:

On behalf of Suez I am pleased to submit the October Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month 27.74 million gallons of wastewater were treated, up slightly from 26.08 million gallons the month before.

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

#### INDUSTRIAL PRETREATMENT PROGRAM

The Fullers Septic October surcharges were \$56.10 for the month. No operational problems were experienced at the plant from this discharge.

The Litehouse October surcharges were \$1,413.34. No operational problems were experienced at the plant from this discharge.

#### MAINTENANCE COST REPORT

Date	Vendor	Cost
10/1	Acc Hardware (1)	\$ 198.00
10/8	Grainger (2)	65.28
10/21	JO Galloup (3)	529.22
10/21	Showboat Auto (4)	47.47
10/29	JO Galloup (5)	1460.00
Beginning Balance of the Annual Maintenance Allowance (Including carryover \$\$ from FY 19-20)*		\$ 12,014.93*
Maintenance Allowance Spent YTD		\$ 3,577.20
Balance of Maintenance Allowance		\$ 8,437.73

\*The maintenance spending for FY 19-20 was under the annual allotment by \$14.93. That amount will be added to the beginning balance on July 1<sup>st</sup>. That makes the beginning balance \$12,014.93 (\$12,000+14.93).

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

- Replaced roof top heater filters (1)
- Repainted tank safety stripping (1)
- Replaced bar screen limit switch (2)
- Conducted annual flow meter calibrations (3)
- Replaced screw pump belts (4)
- Replaced 2 rotor aerator timers (5)

#### PROJECTS FOR THE FUTURE

- Continue miscellaneous painting projects
- Conduct annual chlorinator calibrations
- Replace cordless tool batteries

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

Respectfully submitted,

SUEZ



Brian Vander Meulen  
Project Manager

### OCTOBER EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 3 mg/l, 88% under the NPDES limit of 25 mg/l. The worst 7-day average was 3 mg/l, 93% under the NPDES limit of 40 mg/l.

The daily average for Suspended Solids was 2.9 mg/l, 90% under the NPDES limit of 30 mg/l. The worst 7-day average was 3.9 mg/l, 91% under the NPDES limit of 45 mg/l.

The monthly average for Phosphorus was 0.15 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 98%; a minimum of 85% is required. The average removal rate for Suspended Solids was 97%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 77 colonies/100 mls, the limit is 200 colonies/100 mls. The worst 7-day average was 124 colonies/100 mls, the limit is 400 colonies/100 mls.

The highest chlorine residual was 37 ug/l; the limit is 38 ug/l. The monthly average was 24 ug/l.

## Appendix A



State of Michigan  
Department of Environmental Quality

# Plant Influent Sheet

Lowell, Michigan

R4607 4/74  
4833-6040

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

Plant No. 410049  
Month October  
Year 2020

Superintendent's Signature  
Brian Vander Meulen, Supt.

WEATHER			FLOW		RAW SEWAGE QUALITY												
D A Y P N S	Type Code	Precip Inches	Total MGD	Peak MGD	Temp F	pH SU	BOD		SS		Total-P		VSS	NH3-N		Mercury	D A Y P N S
	0033	0045	50050	50051	00011	00400	mg/l	LBS	mg/l	LBS	mg/l	LBS	mg/l	mg/l	LBS	ng/l	
							00310	85001	00530	85002	00665	85004	00535	00610	00610	71900	
1	246	0.06	0.84	1.20									80				1
2	26	0.00	0.81	1.20	63	7.4	124	838	84	567							2
3	246	0.05	0.87	1.20													3
4	26	0.00	0.90	1.30													4
5	16	0.00	0.82	1.30	62	7.3	148	1012	94	643			92				5
6	26	0.00	0.89	1.20													6
7	26	0.00	0.87	1.30	63	7.3	195	1415	138	1001	2.6	18.9	122	13.1	95.1		7
8	26	0.00	0.90	1.40													8
9	168	0.00	0.81	1.20	64	7.3	245	1655	114	770			108				9
10	268	0.00	0.82	1.20													10
11	16	0.00	0.88	1.20												630	11
12	3486	0.47	0.90	1.40	64	7.3	143	1073	96	721							12
13	27	0.00	0.91	1.30													13
14	347	0.04	0.87	1.30	63	7.3	180	1306	90	653	2.5	18.1	88	13.5	98.0		14
15	27	0.00	0.91	1.30													15
16	24578	0.06	0.83	1.30	64	7.3	185	1281	114	789			112				16
17	2468	0.03	0.81	1.20													17
18	27	0.19	0.91	1.20													18
19	27	0.00	0.90	1.30	64	7.4	137	1028	98	736			92				19
20	247	0.30	0.92	1.30													20
21	347	0.50	0.89	1.30	64	7.3	242	1796	160	1188	2.5	18.6	148	13.3	98.7		21
22	247	0.18	0.98	1.60													22
23	3478	0.47	0.91	1.80	64	7.3	176	1336	120	911			114				23
24	278	0.00	0.92	1.40													24
25	27	0.00	0.99	1.30													25
26	37	0.00	0.97	1.30	63	7.2	123	995	74	599			72				26
27	347	0.09	0.97	1.40													27
28	37	0.00	0.95	1.40	63	7.2	187	1482	126	998	2.7	21.4	112	12.9	102.2		28
29	27	0.00	0.96	1.30													29
30	268	0.00	0.89	1.40	62	7.3	170	1262	100	742			98				30
31	23468	0.17	0.94	1.30													31
TL	XXXX	2.61	27.74	XXXX	XXXX	XXXX	XXXX	39295	XXXX	24603	XXXX	596	XXXX	XXXX	3052.9696	XXXX	TL
ME	XXXX	XXXX	0.89	XXXX	63	7.3	173	1268	108	794	2.6	19.2	102	13.2	98.5	XXXX	ME
MAX	XXXX	0.50	0.99	1.80	64	7.4	245	1796	160	1188	2.7	21.4	148	13.5	102.2	XXXX	MAX
MIN	XXXX	XXXX	0.81	1.20	62	7.2	123	838	74	567	2.5	18.1	72	12.9	95.1	XXXX	MIN

# Activated Sludge Sheet

State of Michigan  
Department of Environmental Quality

Lowell, Michigan

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

Plant No. 410049  
Month October  
Year 2020

Superintendent's Signature  
Brian Vander Meulen, Supt.

AERATION SYSTEM					MIXED LIQUOR						SECONDARY SLUDGE			Process Modifi- cation see code 80889	D A Y P N S	REMARKS
D A Y P N S	Aeration Volume KCF 80993	Detention Time Hours 81001	Sludge Age Days 80990	Organic Loading F/M 80992	MLSS mg/l 70323	MLVSS mg/l 70324	Settle. % 81004	SDI % 81007	DO mg/l 00300	SVI % 8100	SS % 81006	VSS % 70325	Waste Kgal 80991			
1	192	41.0											0.0	4	1	
2		42.5	23.4	0.08	1107	904	10	1.11	5.4	90	0.26	0.21	0.0		2	
3		39.6											0.0		3	
4		38.3											0.0		4	
5		42.0	29.8	0.06	1602	1302	14	1.14	7.4	87	0.27	0.22	0.0		5	
6		38.7											0.0		6	
7		39.6	21.1	0.08	1766	1440	14	1.26	5.7	79	0.34	0.27	0.0		7	
8		38.3											20.3		8	
9		42.5	31.8	0.08	2048	1677	15	1.37	4.9	73	0.28	0.23	0.0		9	
10		42.0											0.0		10	
11		39.2											0.0		11	
12		38.3	30.1	0.06	1811	1489	15	1.21	5.5	83	0.33	0.27	0.0		12	
13		37.9											18.7		13	
14		39.6	39.0	0.06	2129	1754	15	1.42	6.2	70	0.38	0.31	0.0		14	
15		37.9											0.0		15	
16		41.5	30.8	0.06	2029	1668	16	1.27	5.8	79	0.41	0.33	0.0		16	
17		42.5											0.0		17	
18		37.9											0.0		18	
19		38.3	35.4	0.05	2172	1785	16	1.36	6.2	74	0.36	0.29	0.0		19	
20		37.5											20.6		20	
21		38.7	23.3	0.08	2306	1904	17	1.36	5.3	74	0.38	0.32	0.0		21	
22		35.2											77.4		22	
23		37.9	34.2	0.05	2597	2148	19	1.37	4.6	73	0.50	0.41	18.6		23	
24		37.5											0.0		24	
25		34.8											0.0		25	
26		35.5	46.5	0.04	2322	1910	16	1.45	5.7	69	0.38	0.32	80.8		26	
27		35.5											21.1		27	
28		36.3	26.9	0.07	2245	1843	15	1.50	5.0	67	0.41	0.34	0.0		28	
29		35.9											90.8		29	
30		38.7	38.0	0.05	2355	1946	15	1.57	5.7	64	0.31	0.26	19.1		30	
31		36.7											0.0		31	
TL	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	367.4	XXXX	TL	
ME	192	38.6	31.6	0.06	2038	1675	15	1.34	5.6	76	0.35	0.29	11.9	XXXX	ME	
MAX	XXXX	42.5	46.5	0.08	2597	2148	19	1.57	7.4	90	0.50	0.41	90.8	XXXX	MAX	
MIN	XXXX	34.8	21.1	0.04	1107	904	10	1.11	4.6	64	0.26	0.21	XXXX	XXXX	MIN	

Remarks:

4833-5034  
R4609 4/74

# Final Effluent Sheet

State of Michigan  
Department of Environmental Quality

Lowell, Michigan

	Fecal	Total
MF	31616	31504
MPW	31615	31505

Plant No. 410049  
Month October  
Year 2020  
Sampling Point Code 001

Superintendent's Signature  
Brian Vander Meulen, Supt.

R 4610 4/74  
4833-5468

DAY PN SF	CBOD			SS			Total - P			VSS	pH	DO	F.Coli	NH3		Cl2	Mercury	DAY PN SF
	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	SU	mg/l	#/100ml	mg/l	LBS.	ug/l	ng/l	
1	80082	85001	80091	00530	85002	81011	00665	85004	81012	00535	00400	00300	31616	00610	00610	50060	71900	1
2	3	20	98	1.6	11	98				1.4	7.3	9.3	41			35		2
3																		3
4																		4
5	4	27	97	2.6	18	97				2.4	7.4	9.4	41			35		5
6																		6
7	3	22	98	5.2	38	96	0.20	1.45	92	2.8	7.4	9.0	37	0.07	0.51	24		7
8																		8
9	2	14	99	2.4	16	98				2.2	7.4	9.3	152			3		9
10																		10
11																		11
12	3	23	98	2.0	15	98				1.6	7.4	8.4	94			13	1.7	12
13																		13
14	1	15	99	0.8	6	99	0.07	0.51	97	0.6	7.3	9.2	135	0.06	0.44	16		14
15																		15
16	3	21	98	3.0	21	97				2.8	7.4	9.3	60			37		16
17																		17
18																		18
19	3	23	98	3.4	26	97				3.2	7.4	9.0	49			30		19
20																		20
21	3	22	99	3.8	28	98	0.18	1.34	93	3.6	7.5	9.0	74	0.09	0.67	9		21
22																		22
23	3	23	98	4.6	35	96				3.8	7.4	8.8	106			22		23
24																		24
25																		25
26	2	16	98	2.4	19	97				2.2	7.4	9.5	109			31		26
27																		27
28	3	24	98	3.4	27	97	0.15	1.19	94	1.6	7.4	10.2	164	0.06	0.48	16		28
29																		29
30	3	22	98	2.8	21	97				2.6	7.4	10.3	71			36		30
31																		31
TL	XXXX	645	XXXX	XXXX	667	XXXX	XXXX	34.7	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	16.17	XXXX	XXXX	TL
ME	3	21	98	2.9	22	97	0.15	1.12	94	2.4	7.4	9.3	77	0.07	0.52	24	XXXX	ME
WA	3	23	98	3.9	30	97	XXXX	XXXX	XXXX	3.5	7.4	8.9	124	0.09	0.67	31	XXXX	WA
MAX	4	27	99	5.2	38	99	0.20	1.45	97	3.8	7.5	10.3	164	0.09	0.67	37	XXXX	MAX
MIN	2	14	97	0.8	6	96	0.07	0.51	92	0.6	7.3	8.4	37	0.06	0.44	3	XXXX	MIN

Remarks: Fecal Coli for October are actually "Greater Than"  
Cl2 Residuals for October are actually "Less Than"

State of Michigan  
Department of Environmental Quality

# Miscellaneous Sheet

Lowell, Michigan

R 4607 4/74  
4833-6040

Plant No. 410049 Month October Year 2020

Superintendent's Signature Brian Vander Meulen, Supt.

DAY	Grit	Aux Fuel	Power Consumption	Chemicals Applied		
	CF	Nat. Gas CF	KWH	CL2 LBS	FeCl2 GAL	
1	1	2	3	5	20	
2	1	1	1.8	10	20	
3	1	1	1.8	10	20	
4	1	4	1.8	3	25	
5	1	3	1.8	7	20	
6	1	1	1.8	10	15	
7	1	0	1.6	8	25	
8	1	0	1.8	4	20	
9	1	0	1.4	8	20	
10	1	2	1.6	5	20	
11	1	0	1.6	5	25	
12	1	1	1.6	5	15	
13	1	1	1.8	10	20	
14	1	2	1.4	5	25	
15	1	5	1.6	10	20	
16	1	4	1.6	10	20	
17	1	0	1.4	6	20	
18	1	8	1.8	6	20	
19	1	8	1.6	8	20	
20	1	6	1.6	8	20	
21	1	5	1.6	7	25	
22	1	5	2.0	7	20	
23	1	1	1.4	8	20	
24	1	2	1.6	10	20	
25	1	8	1.6	8	20	
26	1	12	2.0	7	20	
27	1	14	1.8	7	20	
28	1	9	1.6	7	20	
29	1	12	2.2	8	15	
30	1	10	1.2	4	20	
31	1	5	1.6	4	20	
TL	31	131	131.0	220	630	0
ME	1	4	4.2	7	20	0
MAX	1	14	14.0	10	25	0
MIN	1	0	0.0	3	15	0

Manpower						
Position Title	Full Time	Part Time	Total Hours	No. of Vac.	No. of Separations	No. of New Hires
Superintendent	1	0	176	0	0	0
Shift Operator	1	1	196	0	0	0
Total	2	1	372	0	0	0
Weekday Hrs.	9					
Saturday Hrs.	4					
Sunday Hrs.	4					
Holiday Hrs.	4					



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

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

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

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

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

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

MONITORING PERIOD							
YEAR	MO	DAY	FROM	TO	YEAR	MO	DAY
2020	10	01			2020	10	31

\*\*\* NO DISCHARGE ☐ \*\*\*

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.89	0.99	(03)	*****	*****	*****		-	7/7	RECORD FLOW
50050 1 0 0	PERMIT REQUIREMENT	REPORT MONTHLY AVG	REPORT DAILY MAX	MGD	*****	*****	*****	****		WEEKDAYS	RECORD FLOW
EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	22	30	(26)	*****	2.9	3.9	(19)	0	3/7	24 HR COMP
SOLIDS, TOTAL SUSPENDED	PERMIT REQUIREMENT	360	530	lbs/day	*****	30	45	mg/L		WEEKDAYS	24 HR COMP
00530 B 0 0	SAMPLE MEASUREMENT	21	23	(26)	*****	3	3	(19)	0	3/7	24 HR COMP
PRIOR TO DISINFECT	PERMIT REQUIREMENT	300	470	lbs/day	*****	25	40	mg/L		WEEKDAYS	24 HR COMP
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT	*****	0.67	(26)	*****	*****	0.09	(19)	0	1/7	24 HR COMP
80082 B 0 0	PERMIT REQUIREMENT	*****	REPORT DAILY MAX	lbs/day	*****	*****	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP
PRIOR TO DISINFECT	SAMPLE MEASUREMENT	1.1	1.5	(26)	*****	0.15	0.20	(19)	0	1/7	24 HR COMP
NITROGEN, AMMONIA TOTAL (AS N)	PERMIT REQUIREMENT	12	REPORT DAILY MAX	lbs/day	*****	1.0	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP
00610 B 1 0	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	37	(19)	0	3/7	GRAB
PRIOR TO DISINFECT	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	38	ug/l		WEEKDAYS	GRAB
PHOSPHORUS, TOTAL (AS P)	SAMPLE MEASUREMENT	*****	0.000013		*****	*****	1.7		0	1/90	GRAB
00665 B 0 0	PERMIT REQUIREMENT	*****	Report Max Monthly Avg	lbs/day	*****	*****	Report Max Monthly Avg	ng/L		QUARTERLY	GRAB
PRIOR TO DISINFECT											
CHLORINE, TOTAL RESIDUAL											
50060 P 0 0											
SEE COMMENTS BELOW											
MERCURY, TOTAL											
71900 B 0 0											
PRIOR TO DISINFECT											
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616)	897-8135	2020	11	10	
TYPED OR PRINTED						SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		AREA CODE	NUMBER	YEAR	MO

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

P=AFTER DISINFECTION

EPA Form 3320-1 (Rev 3/99) Previous editions may be used.

This is an electronic copy.

Page 1 of 2

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

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

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

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

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

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

MONITORING PERIOD						
YEAR	MO	DAY		YEAR	MO	DAY
FROM 2020	10	01		TO 2020	10	31

\*\*\* NO DISCHARGE ☐ \*\*\*

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
MERCURY, TOTAL	SAMPLE MEASUREMENT	*****	0.000006		*****	*****	0.45		0	1/90	CALCTD
71900 X 0 0 PRIOR TO DISINFECT	PERMIT REQUIREMENT	*****	0.000024 12-Mo Rolling Avg	lbs/day	*****	*****	2.0 12-Mo Rolling Avg	ng/L		QUARTERLY	CALCTD
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****		*****	77	124	(19)	0	3/7	GRAB
74055 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	*****	*****	200 MONTHLY AVG	400 7 DAY AVG	mg/L		DAILY	GRAB
BOD, 5-DAY PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****		98	*****	97	(23)	0	1/30	CALCTD
81010 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****	*****	85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER-CENT		ONCE/MON	CALCTD
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****		97	*****	96	(23)	0	1/30	CALCTD
81011 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****	*****	85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER-CENT		ONCE/MON	CALCTD
pH	SAMPLE MEASUREMENT	*****	*****		7.3	*****	7.5	(12)	0	3/7	GRAB
00400 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	*****	6.5 DAILY MINIMUM	*****	9.0 DAILY MAX	S.U.		WEEKDAYS	GRAB
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	*****	*****		8.4	*****	*****	(19)	0	3/7	GRAB
00300 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	*****	3.0 DAILY MINIMUM	*****	*****	mg/L		WEEKDAYS	GRAB
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.					PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616) 897-8135		2020	11	10	
TYPED OR PRINTED	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT					AREA CODE	NUMBER	YEAR	MO	DAY	

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

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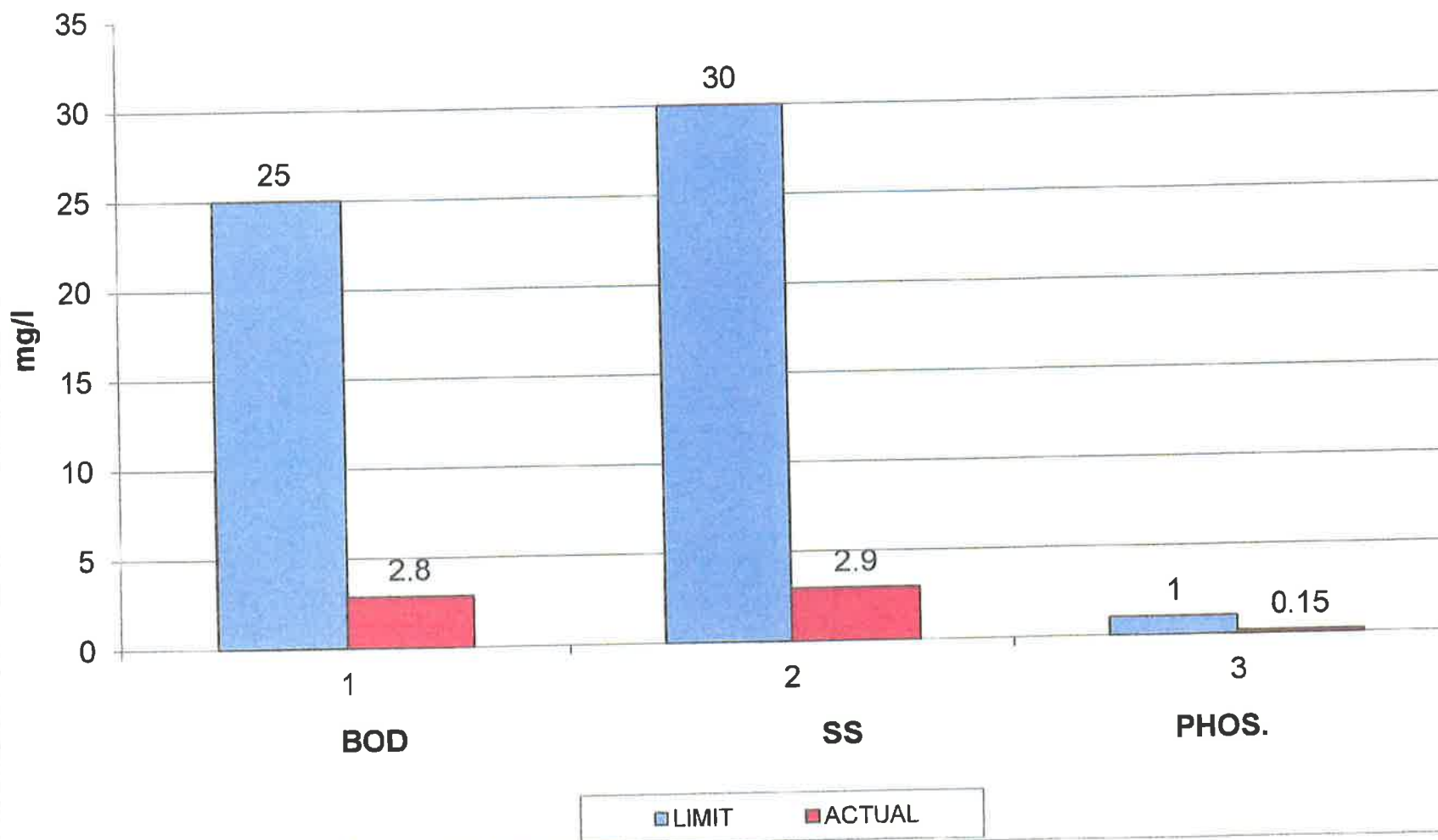
This is an electronic copy.

Page 2 of 2

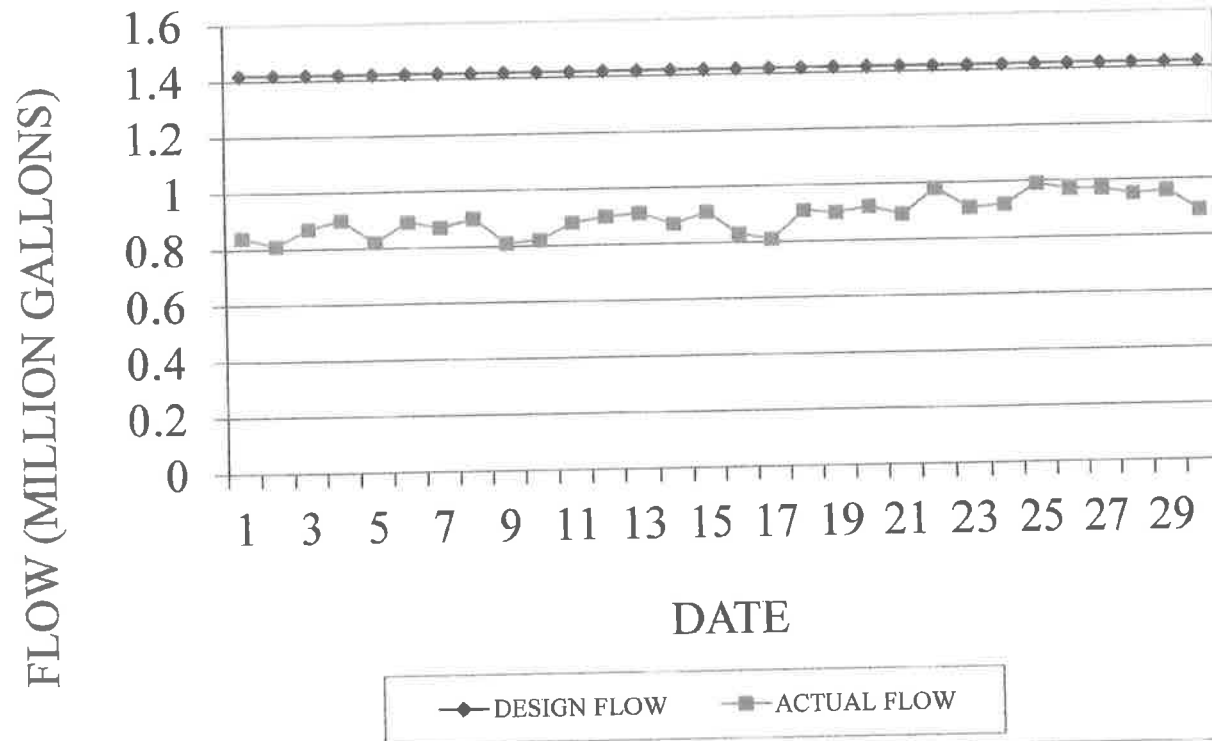
## Appendix B



## EFFLUENT LIMIT vs ACTUAL



## DESIGN FLOW vs ACTUAL FLOW





## APPOINTMENTS

	Expires
Airport Board	
Vacancy (Jeff Altoft – Currently Serving)	01/01/2021
Vacancy (Jim Myaard – Currently Serving)	01/01/2021
Arbor Board	
Vacancy (Melissa Spino – Currently Serving)	06/30/2020
Board of Review	
Vacancy (Martin McPhee – Currently Serving)	01/01/2021
Vacancy (Leah Vredenburg – Currently Serving)	01/01/2021
Vacancy (Jim Hodges – Currently Serving)	01/01/2021
Vacancy (open - alternate)	01/01/2021
Building Authority	
Vacancy (Mike Burns – Currently Serving)	01/01/2021
Construction Board of Appeals	
Vacancy	01/01/2021
Downtown Development Authority	
Vacancy (Dr. James Reagan – Currently Serving)	01/01/2021
Vacancy (Brian Doyle – Currently Serving)	01/01/2021
Downtown Historic District Commission	
Vacancy (Nancy Wood – Currently Serving)	01/01/2021
Vacancy (Stephen Doyle – Currently Serving)	01/01/2021
Vacancy (Cliff Yankovich – Currently Serving)	01/01/2021
LCTV Endowment Board	
Vacancy (Dennis Kent – Currently Serving)	12/31/2020
Local Officers Compensation Commission	
Vacancy (Roger LaWarre – Currently Serving)	06/30/2020
Lowell Area Fire and Emergency Services Authority	
Vacancy (Dave Pasquale – Currently Serving)	01/01/2020
Parks and Recreation Commission	
Vacancy (Susan Pomper – Currently Serving)	01/01/2021
Vacancy (Theresa Mundt – Currently Serving)	01/01/2021
Planning Commission	
Vacancy (David Cadwallader – Currently Serving)	06/30/2020
Vacancy (Colin Plank – Currently Serving)	06/30/2020

## CITY OF LOWELL

### Application for Board or Commission Appointment

**Name:** Dayne Hoffman

**Address:** 216 W Main Street APT 6

**Telephone Numbers:** Cell – 616-901-8941

**Email:** Dayne.Hoffman@gmail.com

**Board or Commission Position Desired:** Downtown Development Authority

**Please give a brief resume of your qualifications for the desired position (you may attach additional information):**

I have worked in the Healthcare Revenue Cycle Consulting industry for almost 10 years. My work revolves around helping healthcare systems operate more effectively so that they can maintain their focus on clinical patient care.

One perk of my line of work is that I have traveled all over the country working with healthcare systems from coast to coast. I've been afforded a great opportunity to constantly develop new professional relationships as well as see a great deal of our country.

I attended high school at Forest Hills Central before playing football at Stony Brook University in New York. About 5 years ago I moved back to the Grand Rapids area when some family members became ill.

I very recently (October 22<sup>nd</sup>) purchased and moved into my new home in downtown Lowell. Though I do not have specific development experience, I am excited about an opportunity to utilize my experiences as best possible to contribute to the community.

Please see a resume attached for reference.

I appreciate your time and consideration.

---

Signature



**Please return application to:**

City of Lowell  
Attn: City Clerk  
301 East Main Street  
Lowell, MI 49331

Or by email to:

[sullery@ci.lowell.mi.us](mailto:sullery@ci.lowell.mi.us)