



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

CITY OF LOWELL  
CITY COUNCIL AGENDA  
MONDAY, DECEMBER 4, 2023, 7:00 P.M.

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. CONSENT AGENDA
  - Approval of the Agenda.
  - Approve and place on file the minutes of the November 20, 2023 Special and Regular City Council.
  - Authorize payment of invoices in the amount of \$114,414.39.

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. 4/10 Schedule
- b. Observed City Holidays
- c. Vacation of Horatio Street

5. NEW BUSINESS

- a. Utility Billing Policy
- b. Lowell Light and Power Update
- c. Early Vote Polling Location – Resolution 23-23
- d. Skate Park
- e. New Construction/Sidewalk Requirement
- f. Cancellation of December 18, 2023 meeting

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. 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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[www.ci.lowell.mi.us](http://www.ci.lowell.mi.us)

## MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, December 4, 2023

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

2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the minutes of the November 20, 2023 Special and Regular City Council meetings.
- Authorize payment of invoices in the amount of \$114,414.39.

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4. OLD BUSINESS

a. 4/10 Schedule.

b. Observed City Holidays. City Manager Michael Burns provided a memo.

City Administration would like direction on whether or not you would like to make any changes with observed holidays.

c. Vacation of Horatio Street. City Manager Michael Burns provided a memo.

The City Attorney requires direction on whether the City Council wishes to retain or withdraw its pleading on the matter.

5. NEW BUSINESS

a. Utility Billing Policy. City Manager Michael Burns provided a memo.

Before engaging with the involved entities, I seek your direction on how to proceed, and we can incorporate this into our policy.

- b. Lowell Light and Power Update. Lowell Light and Power General Manager Charlie West will provide an update.
- c. Early Vote Polling Location – Resolution 23-23. City Clerk Susan Ullery provided a memo.

Recommended Motion: That the Lowell City Council approve Resolution 23-23 allowing for the early vote polling location at Lowell City Hall.

- d. Skate Park. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council enter into a construction management agreement with Grindline for the enhancement and remodeling of the skate park at Stoney Lakeside Park. The cost of this agreement should not exceed \$120,000, which has been successfully fundraised through Impact Church.

- e. New Construction/Sidewalk Requirement. City Clerk Susan Ullery provided a memo.

Direction from the City Council is requested.

- f. Cancellation of December 18, 2023 meeting.

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

**CITY OF LOWELL SPECIAL CITY COUNCIL AND  
LOWELL LIGHT & POWER MEETING  
GRAND RIVER CONFERENCE ROOM/CITY HALL/2<sup>ND</sup> FLOOR  
MONDAY, NOVEMBER 20, 2023, 6:00 P.M.**

1. **CALL TO ORDER; ROLL CALL.**

Mayor DeVore called the Meeting to order at 6:00 p.m. and City Clerk Sue Ullery called roll.

**Present for City of Lowell:** Council Members Jim Salzwedel, Leah Groves, Cliff Yankovich and Mayor Devore.

Absent: Councilmember Chambers.

Staff Present: City Clerk Sue Ullery and City Manager Michael Burns.

**Present for Lowell Light & Power Board:** Board Members Craig Fonger, Tina Cadwallader, Daniel Crawford, and Chair Perry Beachum.

Absent: Boardmember Andrew Schrauben.

Staff Present: Ryan Teachworth and Casey Meir.

2. **EXCUSE OF ABSENCE.**

IT WAS MOVED BY SALZWEDEL and seconded by YANKOVICH to excuse the absence of Marty Chambers.

YES: 4.            NO: None.            ABSENT: Marty Chambers            MOTION CARRIED.

IT WAS MOVED BY CRAWFORD and seconded by CADWALLADER to excuse the absence of Andrew Schrauben

YES: 4.            NO: None.            ABSENT: Andrew Schrauben            MOTION CARRIED.

3. **APPROVAL OF THE AGENDA.**

**CITY COUNCIL.**

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

YES: 4.            NO: None.            ABSENT: Marty Chambers.            MOTION CARRIED.

**LOWELL LIGHT & POWER.**

IT WAS MOVED BY CRAWFORD and seconded by CADWALLADER to approve the agenda as written.

YES: 4.            NO: None.            ABSENT: Andrew Schrauben.            MOTION CARRIED.

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

There were no comments.

5. **CLOSED SESSION.** - Review Materials Exempt from Discussion or Disclosure by State or Federal Statute - Pursuant to MCL 15.268 (1)(h).

IT WAS MOVED BY SALZWEDEL and seconded by YANKOVICH to go into Closed Session at 6:03 p.m.

YES: 4. NO: 0. ABSENT: 1. MOTION CARRIED

IT WAS MOVED BY FONGER and seconded by CRAWFORD to go into Closed Session at 6:03 p.m.

YES: 4. NO: 0. ABSENT: 1. MOTION CARRIED

Discussion was held pursuant to MCL 15.268 (1)(h).

IT WAS MOVED BY GROVES and seconded by SALZWEDEL to go back into Open Session at 6:46 p.m.

YES: 4. NO: 0. ABSENT: 1. MOTION CARRIED

IT WAS MOVED BY CRAWFORD and seconded by CADWALLADER to go back into Open Session at 6:46 p.m.

YES: 4. NO: 0. ABSENT: 1. MOTION CARRIED

6. **ACTION ITEMS.**

- a. **Consideration of IP Consulting IT Project Proposal.**

IT WAS MOVED BY CRAWFORD and seconded by CADWALLADER to hire IP Consulting at a cost not to exceed \$3,000 per month. This cost would be split between the City of Lowell and Lowell Light and Power.

YES: 4. NO: 0. ABSENT: 1. MOTION CARRIED

IT WAS MOVED BY YANKOVICH and seconded by GROVES to hire IP Consulting at a cost not to exceed \$3,000 per month. This cost will be split between the City of Lowell and Lowell Light and Power.

YES: 4. NO: 0. ABSENT: 1. MOTION CARRIED

- b. **Alternative Payment for Tree Ordinance Compliance.**

Lowell Light and Power General Manager Charlie West explained the tree ordinance requires Lowell Light and Power to make a contribution to the Arbor Fund each time a tree is removed. He and City Manager Burns have discussed changing part of the ordinance so that the City and Light and Power would split costs, providing Arbor Board with more consistent funding.

If there is a desire to do so, the current tree ordinance would have to be amended after consulting with the City Attorney.

Beachum brought up the idea of placing a cap on the funding, not exceeding a specific balance after two years

By general consensus, both the City Council and the Light and Power Board agreed to have the City Attorney put something together for review.

7. **COMMENTS.**

There were no comments.

8. **ADJOURNMENT.**

**LOWELL LIGHT & POWER.**

IT WAS MOVED BY CRAWFORD and seconded by FONGER to adjourn @ 6:57 p.m.

**CITY COUNCIL.**

IT WAS MOVED BY SALZWEDEL and seconded by GROVES to adjourn @ 6:57 p.m.

DATE:

APPROVED:

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Mike DeVore, Mayor

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Sue Ullery, Lowell City Clerk

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Perry Beachum, Chair LL&P

**PROCEEDINGS  
OF  
CITY COUNCIL  
OF THE  
CITY OF LOWELL  
MONDAY, NOVEMBER 20, 2023, 7:00 P.M.**

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

Mayor DeVore called the Meeting to order at 7:00 p.m. and City Clerk Sue Ullery called roll.

Present: Mayor DeVore, Councilmember Leah Groves, Councilmember Cliff Yankovich,  
Councilmember Jim Salzwedel.

Absent: Councilmember Chambers.

Present: City Clerk Susan Ullery, City Manager Michael Burns, Chief of Police Chris Hurst,  
Lowell Light & Power General Manager Charlie West, and DPW Director and Assistant  
City Manager Rich LaBombard.

2. **EXCUSE OF ABSENCE.**

IT WAS MOVED BY SALZWEDEL and seconded by GROVES to excuse the absence of  
Councilmember Marty Chambers.

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

NO: None. ABSENT: Councilmember Chambers. MOTION CARRIED.

3. **CONSENT AGENDA.**

Mayor DeVore suggested tabling agenda items under old business and new business until the next  
meeting.

- Approval of the Agenda as amended.
- Approve and place on file the minutes of the November 6, 2023 Regular and Closed City Council  
meeting.
- Authorize payment of invoices for \$875,222.72.

IT WAS MOVED BY GROVES and seconded by YANKOVICH to approve the consent agenda as  
written.

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

NO: None. ABSENT: None. MOTION CARRIED.

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

Perry Beachum who resides at 924 Riverside spoke on working together with the Township on the water  
system, would like to see us work as partners.

5. **BOARD/COMMISSION REPORTS.**

Councilmember Yankovich stated LOOK Fund only had one application this time from Lowell City Police for the speed trailer and they were awarded their funding request.

Councilmember Salzwedel spoke on the anniversaries at Lowell Light & Power, Mark 24 years and Faith came in as an intern and has now been her full time for a year.

Charlie West stated they will be updating the hours at Lowell Light & Power January 1, 2024 and they received a national customer satisfaction award today and will talk more about that at the December meeting.

6. **CITY MANAGERS REPORT.**

City Manager Michael Burns went over the following:

- Congrats to Mike DeVore, Eric Bartkus and Jim Salzwedel on their elections to City Council. Look forward to working with all of you.
- The Housing Next group will be coming to the January 16, 2024 meeting to discuss a formal housing plan with the Council.
- Monroe Street parking now has the leech basin in to correct some of the ponding issue until they repair it in the spring.
- Debbie Rashid gave her notice of stepping down from Assessing end of November/beginning of December.
- I am working with the Kent County Equalization to take on our Assessing Role, plan on having an agreement and discussing this with you at the December Meeting.

7. **APPOINTMENTS.**

It was a general consent for Perry Beachum to continue on the Arbor Board.

8. **COUNCIL COMMENTS.**

Councilmember Yankovich said that Christmas through Lowell rocked. Everyone he talked to loved it. Kudos to Shannon Kennedy.

Councilmember Salzwedel concerned about the crosswalks, everyone was not following them and they need to be more visible.

Councilmember Groves congratulated the Chamber on a job well done with the Christmas through

Mayor DeVore apologized for the change in agenda and stated it could not be helped.



9. ADJOURNMENT.

IT WAS MOVED SALZWEDEL and seconded by DEVORE to adjourn @ 7:13 p.m.

DATE:

APPROVED:

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Mike DeVore, Mayor

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Sue Ullery, Lowell City Clerk

11/30/2023 03:52 PM  
User: JVELTKAMP  
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 11/17/2023 - 11/30/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
00007	ADT SECURITY SYSTEMS, INC.		
	11/13/23	WTP MONITORING DEC 2023 - FEB 2024	144.21
TOTAL FOR: ADT SECURITY SYSTEMS, INC.			144.21
11065	ADVANCED HOMES OF WEST MI, LLC		
	2022-97	SMALL DOG SHELTER	4,150.00
TOTAL FOR: ADVANCED HOMES OF WEST MI, LLC			4,150.00
10816	AMAZON CAPITAL SERVICES		
	13CY-7WX7-DNNR	ENVELOPES	39.88
	144C-WX37-RH4H	GREASE	72.36
	1GQL-VMKF-LP34	TOILET PAPER & TOWELS	219.74
	1MF6-1C9QH6XH	REGISTER ROLLS & COMPUTER SPEAKERS	60.09
TOTAL FOR: AMAZON CAPITAL SERVICES			392.07
10731	APPLIED CAPITAL		
	35347986	COPY MACHINE CONTRACT	182.00
TOTAL FOR: APPLIED CAPITAL			182.00
10818	AT&T MOBILITY		
	11/06/23	FIRST PHONE BILL NOV.	426.05
TOTAL FOR: AT&T MOBILITY			426.05
11054	BLACK GOLD HOLDING, LLC		
	INV-002584	UPM COLD PATCH	1,098.95
TOTAL FOR: BLACK GOLD HOLDING, LLC			1,098.95
10493	COMCAST		
	11/23/23	DPW CABLE 12/06/23 - 01/05/23	57.65
TOTAL FOR: COMCAST			57.65
10509	CONSUMERS ENERGY		
	NOV 2023	ACCOUNT STATEMENTS	573.84
TOTAL FOR: CONSUMERS ENERGY			573.84
11063	COREWELL HEALTH WEST		
	795414	DOT PHYSICALS BRECKEN/SOYKA	176.00
TOTAL FOR: COREWELL HEALTH WEST			176.00
10970	CULVER, AUBREY		
	11/30/23	WARRIOR COAT REIMBURSEMENT	266.29
TOTAL FOR: CULVER, AUBREY			266.29
01955	ENVIRONMENTAL DOOR, INC.		
	78611	DPW GARAGE DOOR REPAIR	551.86
	78612	DPW GARAGE DOOR REPAIR	394.80
TOTAL FOR: ENVIRONMENTAL DOOR, INC.			946.66
10988	ETNA SUPPLY		
	S105358983.001	MONROE ST. PARKING LOT - SUPPLIES	538.46
TOTAL FOR: ETNA SUPPLY			538.46
10670	FAHEY SCHULTZ BURZYCH RHODES PLC		
	15216*	UNION RELATIONS	112.00
TOTAL FOR: FAHEY SCHULTZ BURZYCH RHODES PLC			112.00

11/30/2023 03:52 PM  
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BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
10536	FANDANGLED CUSTOM APPAREL & GIFTS		
	3580	ROAD CLOSED SIGN	40.00
	3581	PLAQUE	40.00
TOTAL FOR: FANDANGLED CUSTOM APPAREL & GIFTS			80.00
10761	FANS IN THE STANDS		
	2343	DPW HATS	30.00
TOTAL FOR: FANS IN THE STANDS			30.00
10966	GFL ENVIRONMENTAL		
	KR0000147521	TRASH/RECYCLE	72.64
	KR0000147522	TRASH SERVICE	236.14
	KR0000147523	TRASH/RECYCLE	52.16
	KR0000147524	TRASH SERVICE	67.04
	KR0000147525	TRASH SERVICE	60.48
TOTAL FOR: GFL ENVIRONMENTAL			488.46
00225	GRAND RAPIDS COMMUNITY COLLEGE		
	11/1 - 11/15/23	TAX DISBURSEMENT	1,081.40
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE			1,081.40
00234	HACH COMPANY		
	13809521	WTP SUPPLIES	718.99
TOTAL FOR: HACH COMPANY			718.99
00239	HARDING ENTERPRISES		
	1327	PAINT PAKING LOT LINES	975.00
TOTAL FOR: HARDING ENTERPRISES			975.00
00262	IDEXX DISTRIBUTION CORP.		
	3140614407	WTP SUPPLIES	1,241.69
TOTAL FOR: IDEXX DISTRIBUTION CORP.			1,241.69
10350	INTERSTATE BILLING SERVICE, INC.		
	G19260	#32 BACKHOE	553.22
TOTAL FOR: INTERSTATE BILLING SERVICE, INC.			553.22
11066	JELSEMA CONCRETE CONSTRUCTION		
	2379	WWTP	47,000.00
TOTAL FOR: JELSEMA CONCRETE CONSTRUCTION			47,000.00
01568	KENNEDY INDUSTRIES INC		
	639058	WWWTP R & M	2,970.00
TOTAL FOR: KENNEDY INDUSTRIES INC			2,970.00
00291	KENT COUNTY ROAD COMMISSION		
	414303	ACCOUNT STATEMENT	45.64
TOTAL FOR: KENT COUNTY ROAD COMMISSION			45.64
00300	KENT COUNTY TREASURER		
	11/1 - 11/15/23	TAX DISBURSEMENT	3,360.39
TOTAL FOR: KENT COUNTY TREASURER			3,360.39
00302	KENT INTERMEDIATE SCHOOL DIST.		
	11/1 - 11/15/2023	TAX DISBURSEMENT	731.12
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.			731.12

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 11/17/2023 - 11/30/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name Invoice	Description	Amount
02209	KERKSTRA PORTABLE, INC. 232190	PORTABLE RESTROOM BURCH FIELD	250.00
TOTAL FOR: KERKSTRA PORTABLE, INC.			250.00
10641	LA BOMBARD, RICH 11/20/23	MILEAGE FOR APWA TRAINING	39.82
TOTAL FOR: LA BOMBARD, RICH			39.82
00317	LOWELL AREA CHAMBER 20874	2023 LOWELL BUCKS	900.00
TOTAL FOR: LOWELL AREA CHAMBER			900.00
01374	LOWELL AREA HISTORICAL MUSEUM 11/1 - 11/15/2023	TAX DISBURSEMENT	33.24
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM			33.24
00562	LOWELL AREA SCHOOLS 11/1 - 11/15/2023	TAX DISBURSEMENTS	535.51
TOTAL FOR: LOWELL AREA SCHOOLS			535.51
00341	LOWELL LIGHT & POWER 11/29/2023	ELECTRIC STATEMENTS 10/25 -11/25/23	20,861.25
TOTAL FOR: LOWELL LIGHT & POWER			20,861.25
REFUND UB	LUEBS, TOM 11/30/2023	UB refund for account: 9-00010-5	114.33
TOTAL FOR: LUEBS, TOM			114.33
00378	MCFI 230907G-IN 230915H-IN	LIBRARY AC LIBRARY AC PROJECT	1,605.00 2,662.54
TOTAL FOR: MCFI			4,267.54
10912	MERIDIAN CABLING SOLUTIONS 11/30/23	INSTALL ACCESS POINT	350.00
TOTAL FOR: MERIDIAN CABLING SOLUTIONS			350.00
MISC	MICHIGAN AUTO LAW ATTN: TONYA HARRIS 11/29/23	REFUND FOIA	22.00
TOTAL FOR: MICHIGAN AUTO LAW ATTN: TONYA HARRIS			22.00
10116	MICHIGAN PIPE & VALVE - LANSING R015257	E MAIN STORE DRAIN REPAIR	1,366.00
TOTAL FOR: MICHIGAN PIPE & VALVE - LANSING			1,366.00
01499	NAPA AUTO PARTS 10/31/23	ACCOUNT STATEMENT	292.66
TOTAL FOR: NAPA AUTO PARTS			292.66
01270	PLUMMERS ENVIRONMENTAL SERVICE INC. 23174280	MH 96D - BOWES AVE CURVED	5,175.00
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE INC.			5,175.00
10898	POINT BROADBAND 4345685	NOVEMBER INTERNET SERVICES	423.89
TOTAL FOR: POINT BROADBAND			423.89

Vendor Code	Vendor Name Invoice	Description	Amount
00506	POSTMASTER 11/29/2023 11-29-2023	WATER/SEWER BILLS POSTAGE WINTER 2023 TAX BILLS POSTAGE	572.51 706.86
TOTAL FOR: POSTMASTER			<u>1,279.37</u>
11064	PRO SEAL ASPHALT MAINTENANCE 1655	HOT RUBBER REPAIR - JEFFERSON, AMITY, SIBLEY	4,766.25
TOTAL FOR: PRO SEAL ASPHALT MAINTENANCE			<u>4,766.25</u>
02331	PROGRESSIVE HEATING COOLING, CORP. 2022186	CITY HALL SERVICE CALL - BOILER	599.75
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.			<u>599.75</u>
00537	RIETH-RILEY CONSTRUCTION, INC. 4107102	STREETS TACK	308.20
TOTAL FOR: RIETH-RILEY CONSTRUCTION, INC.			<u>308.20</u>
02248	RIVERSIDE INTEGRATED SYSTEMS INC. 172158	ANNUAL MONITORING 2023/2024	300.00
TOTAL FOR: RIVERSIDE INTEGRATED SYSTEMS INC.			<u>300.00</u>
00827	RS TECHNICAL SERVICES, INC. 24320	WTP - CHEMTROL BALL VALVE	90.05
TOTAL FOR: RS TECHNICAL SERVICES, INC.			<u>90.05</u>
10916	SHEARS, IAN 11/22/2023	BOOTS REIMBURSEMENT	85.34
TOTAL FOR: SHEARS, IAN			<u>85.34</u>
10849	SMART BUSINESS SOURCE OE-72585-1	OFFICE SUPPLIES	457.23
TOTAL FOR: SMART BUSINESS SOURCE			<u>457.23</u>
00607	STATE OF MICHIGAN BLR485337	BOILER INSPECTION	160.00
TOTAL FOR: STATE OF MICHIGAN			<u>160.00</u>
00628	TERMINAL SUPPLY CO. 9821	INVENTORY	51.71
TOTAL FOR: TERMINAL SUPPLY CO.			<u>51.71</u>
10969	VEOLIA WATER NORTH AMERICA 9000125456	SURCHARGES OCTOBER	1,381.16
TOTAL FOR: VEOLIA WATER NORTH AMERICA			<u>1,381.16</u>
00692	WILLIAMS & WORKS INC. 97451 97465	CITY OF LOWELL - PLANNER OF RECORD MASTER PLAN	1,300.00 464.00
TOTAL FOR: WILLIAMS & WORKS INC.			<u>1,764.00</u>
10986	WMME 11/20/2023	MICHIGAN MUNICIPAL EXECUTIVE MEMBERSHIP 2023/24	200.00
TOTAL FOR: WMME			<u>200.00</u>
TOTAL - ALL VENDORS			114,414.39

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
 EXP CHECK RUN DATES 11/17/2023 - 11/30/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-040.000	ACCOUNTS RECEIVABLE	CULVER, AUBREY	WARRIOR COAT REIMBURSEMEN	266.29	79411
101-000-084.015	DUE FROM FIRE AUTHORITY	POINT BROADBAND	NOVEMBER INTERNET SERVICE	40.58	79401
101-000-085.000	DUE FROM LIGHT & POWER	POINT BROADBAND	NOVEMBER INTERNET SERVICE	81.15	79401
101-000-478.000	FREEDOM OF INFORMATION RE	MICHGAN AUTO LAW ATTN: TO	REFUND FOIA	22.00	79432
Total For Dept 000				410.02	
Dept 101 COUNCIL					
101-101-864.000	CONFERENCES & CONVENTIONS	FANDANGLED CUSTOM APPAREL	PLAQUE	40.00	79414
101-101-880.000	COMMUNITY PROMOTION	LOWELL AREA CHAMBER	2023 LOWELL BUCKS	900.00	79425
101-101-955.000	MISCELLANEOUS EXPENSE	AT&T MOBILITY	FIRST PHONE BILL NOV.	36.24	79396
Total For Dept 101 COUNCI				976.24	
Dept 172 MANAGER					
101-172-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	45.01	79396
Total For Dept 172 MANAGE				45.01	
Dept 210 ATTORNEY					
101-210-802.000	LABOR RELATIONS ATTORNEY	FAHEY SCHULTZ BURZYCH RHO	UNION RELATIONS	112.00	79397
Total For Dept 210 ATTORN				112.00	
Dept 215 CLERK					
101-215-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	45.01	79396
Total For Dept 215 CLERK				45.01	
Dept 253 TREASURER					
101-253-955.000	MISCELLANEOUS EXPENSE	POSTMASTER	WINTER 2023 TAX BILLS POS	706.86	79403
Total For Dept 253 TREASU				706.86	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	ENVELOPES	39.88	79405
101-265-727.000	OFFICE SUPPLIES	SMART BUSINESS SOURCE	OFFICE SUPPLIES	457.23	79442
101-265-727.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	REGISTER ROLLS & COMPUTER	16.95	79405
101-265-802.000	CONTRACTUAL	GFL ENVIRONMENTAL	TRASH/RECYCLE	72.64	79402
101-265-850.000	COMMUNICATIONS	POINT BROADBAND	NOVEMBER INTERNET SERVICE	62.72	79401
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	2,338.36	79428
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	CITY HALL SERVICE CALL -	599.75	79437
Total For Dept 265 CITY H				3,587.53	
Dept 276 CEMETERY					
101-276-802.000	CONTRACTUAL	GFL ENVIRONMENTAL	TRASH SERVICE	60.48	79402
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	115.19	79428
Total For Dept 276 CEMETE				175.67	
Dept 301 POLICE DEPARTMENT					
101-301-744.000	UNIFORMS	SHEARS, IAN	BOOTS REIMBURSEMENT	85.34	79441
101-301-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	250.90	79396
101-301-850.000	COMMUNICATIONS	POINT BROADBAND	NOVEMBER INTERNET SERVICE	62.71	79401
101-301-931.000	R & M POLICE CARS	NAPA AUTO PARTS	ACCOUNT STATEMENT	23.84	79434
Total For Dept 301 POLICE				422.79	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	CITY OF LOWELL - PLANNER	834.00	79446
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	MASTER PLAN	464.00	79446
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	CITY OF LOWELL - PLANNER	466.00	79446
Total For Dept 400 PLANNI				1,764.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	TOILET PAPER & TOWELS	219.74	79405
101-441-744.000	UNIFORMS	FANS IN THE STANDS	DPW HATS	30.00	79398
101-441-802.000	CONTRACTUAL	GFL ENVIRONMENTAL	TRASH SERVICE	236.14	79402
101-441-802.000	CONTRACTUAL	COREWELL HEALTH WEST	DOT PHYSICALS BRECKEN/SOY	176.00	79410
101-441-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	(262.85)	79396
101-441-850.000	COMMUNICATIONS	POINT BROADBAND	NOVEMBER INTERNET SERVICE	40.58	79401

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-850.000	COMMUNICATIONS	COMCAST	DPW CABLE 12/06/23 - 01/0	57.65	79408
101-441-864.000	CONFERENCES & CONVENTIONS	LA BOMBARD, RICH	MILEAGE FOR APWA TRAINING	39.82	79424
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	571.37	79428
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	1,174.57	79428
101-441-930.000	REPAIR & MAINTENANCE	ENVIRONMENTAL DOOR, INC.	DPW GARAGE DOOR REPAIR	551.86	79412
101-441-930.000	REPAIR & MAINTENANCE	ENVIRONMENTAL DOOR, INC.	DPW GARAGE DOOR REPAIR	394.80	79412
101-441-955.000	MISCELLANEOUS EXPENSE	WMME	MICHIGAN MUNICIPAL EXECUT	200.00	79447
		Total For Dept 441 DEPART		3,429.68	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	306.01	79428
		Total For Dept 747 CHAMBE		306.01	
Dept 751 PARKS					
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM BURCH F	250.00	79400
101-751-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	38.24	79396
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	532.27	79428
		Total For Dept 751 PARKS		820.51	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	GFL ENVIRONMENTAL	TRASH/RECYCLE	52.16	79402
101-790-802.000	CONTRACTUAL	RIVERSIDE INTEGRATED SYST	ANNUAL MONITORING 2023/20	300.00	79439
101-790-802.000	CONTRACTUAL	STATE OF MICHIGAN	BOILER INSPECTION	160.00	79443
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	2,109.24	79428
		Total For Dept 790 LIBRAR		2,621.40	
Dept 804 MUSEUM					
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	251.23	79428
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	33.24	79426
		Total For Dept 804 MUSEUM		284.47	
		Total For Fund 101 GENERA		15,707.20	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-970.000	CAPITAL OUTLAY	PRO SEAL ASPHALT MAINTENA	HOT RUBBER REPAIR - JEFFE	2,383.12	79436
		Total For Dept 450 CAPITA		2,383.12	
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	ETNA SUPPLY	MONROE ST. PARKING LOT -	538.46	79413
202-463-740.000	OPERATING SUPPLIES	MICHIGAN PIPE & VALVE - L	E MAIN STORE DRAIN REPAIR	1,366.00	79433
		Total For Dept 463 MAINTE		1,904.46	
Dept 474 TRAFFIC					
202-474-740.000	OPERATING SUPPLIES	HARDING ENTERPRISES	PAINT PAKING LOT LINES	487.50	79417
202-474-802.000	CONTRACTUAL	KENT COUNTY ROAD COMMISSI	ACCOUNT STATEMENT	45.64	79421
		Total For Dept 474 TRAFFI		533.14	
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING SUPPLIES	RIETH-RILEY CONSTRUCTION,	STREETS TACK	154.10	79438
202-478-740.000	OPERATING SUPPLIES	BLACK GOLD HOLDING, LLC	UPM COLD PATCH	549.47	79407
		Total For Dept 478 WINTER		703.57	
		Total For Fund 202 MAJOR		5,524.29	
Fund 203 LOCAL STREET FUND					
Dept 450 CAPITAL OUTLAY					
203-450-970.000	CAPITAL OUTLAY	PRO SEAL ASPHALT MAINTENA	HOT RUBBER REPAIR - JEFFE	2,383.13	79436
		Total For Dept 450 CAPITA		2,383.13	
Dept 474 TRAFFIC					
203-474-740.000	OPERATING SUPPLIES	FANDANGLED CUSTOM APPAREL	ROAD CLOSED SIGN	40.00	79414
		Total For Dept 474 TRAFFI		40.00	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	RIETH-RILEY CONSTRUCTION,	STREETS TACK	154.10	79438

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	BLACK GOLD HOLDING, LLC	UPM COLD PATCH	549.48	79407
Total For Dept 478 WINTER				703.58	
Total For Fund 203 LOCAL				3,126.71	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 450 CAPITAL OUTLAY					
248-450-970.000	CAPITAL OUTLAY	MCFI	LIBRARY AC	1,605.00	79430
248-450-970.000	CAPITAL OUTLAY	MCFI	LIBRARY AC PROJECT	2,662.54	79430
Total For Dept 450 CAPITA				4,267.54	
Dept 463 MAINTENANCE					
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	1,293.09	79428
248-463-930.000	REPAIR & MAINTENANCE	HARDING ENTERPRISES	PAINT PAKING LOT LINES	487.50	79417
Total For Dept 463 MAINTENANCE				1,780.59	
Total For Fund 248 DOWNTOWN				6,048.13	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 301 POLICE DEPARTMENT					
260-301-984.000	EQUIPMENT	MERIDIAN CABLING SOLUTION	INSTALL ACCESS POINT	350.00	79431
Total For Dept 301 POLICE				350.00	
Dept 758 DOG PARK					
260-758-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	59.57	79428
260-758-974.000	LAND IMPROVEMENTS	ADVANCED HOMES OF WEST MI	SMALL DOG SHELTER	4,150.00	79404
Total For Dept 758 DOG PARK				4,209.57	
Total For Fund 260 DESIGNATED				4,559.57	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-667.000	HANGAR RENT (1)	LUEBS, TOM	UB refund for account: 9-	114.33	79429
581-000-802.000	CONTRACTUAL	GFL ENVIRONMENTAL	TRASH SERVICE	67.04	79402
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	29.48	79409
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	140.71	79409
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	370.99	79409
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	32.66	79409
581-000-955.000	MISCELLANEOUS EXPENSE	POINT BROADBAND	NOVEMBER INTERNET SERVICE	54.99	79401
Total For Dept 000				810.20	
Total For Fund 581 AIRPORT				810.20	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM VEOLIA	POINT BROADBAND	NOVEMBER INTERNET SERVICE	40.58	79401
590-000-043.000	DUE FROM VEOLIA	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	5,238.82	79428
Total For Dept 000				5,279.40	
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	VEOLIA WATER NORTH AMERICA	SURCHARGES OCTOBER	1,381.16	79445
590-550-930.000	REPAIR & MAINTENANCE	KENNEDY INDUSTRIES INC	WWWTP R & M	2,970.00	79420
590-550-970.000	CAPITAL OUTLAY	JELSEMA CONCRETE CONSTRUCTION	WWTP	47,000.00	79419
Total For Dept 550 TREATMENT				51,351.16	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	117.63	79396
590-551-970.000	CAPITAL OUTLAY	PLUMMERS ENVIRONMENTAL SERVICES	MH 96D - BOWES AVE CURVED	5,175.00	79435
Total For Dept 551 COLLECTION				5,292.63	
Dept 552 CUSTOMER ACCOUNTS					
590-552-730.000	POSTAGE	POSTMASTER	WATER/SEWER BILLS POSTAGE	286.26	79403
Total For Dept 552 CUSTOMER				286.26	
Total For Fund 590 WASTEWATER				62,209.45	
Fund 591 WATER FUND					



INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
 EXP CHECK RUN DATES 11/17/2023 - 11/30/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP SUPPLIES	718.99	79416
591-570-740.000	OPERATING SUPPLIES	IDEXX DISTRIBUTION CORP.	WTP SUPPLIES	1,241.69	79418
591-570-740.000	OPERATING SUPPLIES	RS TECHNICAL SERVICES, IN	WTP - CHEMTROL BALL VALVE	90.05	79440
591-570-802.000	CONTRACTUAL	ADT SECURITY SYSTEMS, INC	WTP MONITORING DEC 2023 -	144.21	79395
591-570-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	38.24	79396
591-570-850.000	COMMUNICATIONS	POINT BROADBAND	NOVEMBER INTERNET SERVICE	40.58	79401
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	4,813.92	79428
Total For Dept 570 TREATM				7,087.68	
Dept 571 DISTRIBUTION					
591-571-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRST PHONE BILL NOV.	117.63	79396
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	1,900.93	79428
591-571-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	GREASE	72.36	79405
Total For Dept 571 DISTRI				2,090.92	
Dept 572 CUSTOMER ACCOUNTS					
591-572-730.000	POSTAGE	POSTMASTER	WATER/SEWER BILLS POSTAGE	286.25	79403
Total For Dept 572 CUSTOM				286.25	
Total For Fund 591 WATER				9,464.85	
Fund 597 ELECTRIC CHARGING STATION FUND					
Dept 463 MAINTENANCE					
597-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS 10/25	156.68	79428
Total For Dept 463 MAINTENANCE				156.68	
Total For Fund 597 ELECT				156.68	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	REGISTER ROLLS & COMPUTER	43.14	79405
636-000-802.000	CONTRACTUAL	APPLIED CAPITAL	COPY MACHINE CONTRACT	182.00	79406
Total For Dept 000				225.14	
Total For Fund 636 DATA P				225.14	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	INTERSTATE BILLING SERVIC	#32 BACKHOE	553.22	79399
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	268.82	79434
661-895-930.000	REPAIR & MAINTENANCE	TERMINAL SUPPLY CO.	INVENTORY	51.71	79444
Total For Dept 895 FLEET				873.75	
Total For Fund 661 EQUIPM				873.75	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	2,554.71	79422
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENTS	535.51	79427
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	805.68	79422
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	731.12	79423
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	1,081.40	79415
Total For Dept 000				5,708.42	
Total For Fund 703 CURREN				5,708.42	

11/30/2023 03:57 PM  
User: JVELTKAMP  
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 11/17/2023 - 11/30/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

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

Fund 101	GENERAL FUND			15,707.20	
Fund 202	MAJOR STREET FUN			5,524.29	
Fund 203	LOCAL STREET FUN			3,126.71	
Fund 248	DOWNTOWN DEVELOP			6,048.13	
Fund 260	DESIGNATED CONTR			4,559.57	
Fund 581	AIRPORT FUND			810.20	
Fund 590	WASTEWATER FUND			62,209.45	
Fund 591	WATER FUND			9,464.85	
Fund 597	ELECTRIC CHARGI			156.68	
Fund 636	DATA PROCESSING			225.14	
Fund 661	EQUIPMENT FUND			873.75	
Fund 703	CURRENT TAX COLL			5,708.42	

114,414.39



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

**DATE:** November 2, 2023  
**TO:** Mayor DeVore and the Lowell City Council  
**FROM:** Michael T. Burns, City Manager <sup>MD</sup>  
**RE:** Observed City Holidays

---

At the request of Councilwoman Groves, I was asked to have a discussion about our observed city holidays and to decide if any changes needed to be made regarding the recognition of specific city holidays and to seek guidance on whether to continue the current practice in place.

**Martin Luther King Day:** The City of Lowell currently recognizes Martin Luther King Day by not having a Council meeting, but our offices remain open. I was asked to see if we wished to continue this practice. This approach ensures that our city respects and observes this important national holiday, which celebrates the life and achievements of Dr. Martin Luther King Jr. Please advise if the City Council wishes to maintain this practice or if there are any proposed changes or alternative arrangements.

**Juneteenth:** In recent years, Juneteenth has gained widespread recognition and significance as a day commemorating the emancipation of enslaved African Americans in the United States. We would like to seek guidance on whether the city should consider recognizing Juneteenth as an official city holiday.

We would welcome your input and the Council's perspective on whether Juneteenth should be observed as a city holiday, and if so, to what extent.

**Veterans Day:** Veterans Day is a federal holiday that honors and celebrates the service of all United States military veterans. As a consideration, the city could choose to recognize Veterans Day, possibly by providing the day off to city employees who are veterans as a show of gratitude for their service to our nation.

To move forward with this proposal, we would appreciate the City Council's input on whether and how the city should recognize Veterans Day, particularly with regard to city employees who are veterans.

**City Administration would like direction on whether or not you would like to make any changes with observed holidays.**



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

**DATE:** November 15, 2023  
**TO:** Mayor DeVore and the Lowell City Council  
**FROM:** Michael T. Burns, City Manager MB  
**RE:** Vacation of Horatio St

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In September, the City Council voted to appear and object in the matter relating to the vacation of Horatio Street in the case of People's Elbow, LLC and Schone Afwerking, LLC vs. City of Lowell. The City Council also sought a legal opinion to determine the threshold for obtaining, or objecting to, a street vacation. Having received a legal opinion, the City Council should reevaluate its position in the proceedings.

The City Attorney requires direction on whether the City Council wishes to retain or withdraw its pleading on the matter.

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



**DATE:** November 16, 2023  
**TO:** Mayor DeVore and the Lowell City Council  
**FROM:** Michael T. Burns, City Manager *MVB*  
**RE:** Utility Billing Policy

---

We have been conducting audits on our utility billing accounts to ensure accurate billing. Over the past few months, we've observed instances where some accounts were inaccurately billed for almost eight years. These issues predate my tenure as City Manager, and the staff responsible for these duties were not in their current positions.

Among the discrepancies, one account stands out, where nearly \$100,000 in commodity charges to the sewer system have not been collected. While we have addressed billing errors for newer accounts within the past year, we need to decide how far back we should bill customers for the identified issues.

Although we can correct the accounts moving forward, I have not yet met with the entities involved, seeking direction on the extent of billing retroactivity. It's crucial to note that we are actively working to prevent such billing issues in the future.

Our ordinance prohibits providing free service to ratepayers, but enforcing this strictly might lead to backlash. Consulting with the City Attorney, I learned that we can legally collect up to six years in back charges.

In researching practices in other communities, I found varying policies. Most communities go back one to three years in back billing, while some write off the loss as a municipal error. Lowell Light and Power, for instance, pursues outstanding bills up to one year but can reimburse customers for overcharges up to three years.

Before engaging with the involved entities, I seek your direction on how to proceed, and we can incorporate this into our policy.



**LOWELL CITY ADMINISTRATION**  
INTER OFFICE MEMORANDUM

**DATE:** November 21, 2023  
**TO:** Michael Burns, City Manager *MB*  
**FROM:** Susan Ullery, City Clerk *SU*  
**RE:** Early Vote Polling Location

---

The passing of Proposal 2022-2 by the people of the State of Michigan requires that each jurisdiction establish an early voting polling location for statewide and federal elections. Early voting can begin 10 days prior to these elections (excluding the Monday before each election). The location for the site is set to be upstairs in the Council Chambers at 301 E. Main Street, Lowell MI 49331.

**Recommended Motion:** That the Lowell City Council approve the early vote polling location at Lowell City Hall.

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

**RESOLUTION NO. 23-23**

**A RESOLUTION TO ESTABLISH AN EARLY VOTING POLLING LOCATION**

The following Resolution was offered by Councilmember \_\_\_\_\_ and Supported by Councilmember \_\_\_\_\_.

WHEREAS, MCL 168.662 provides the Lowell City Council shall set the location of election polling places,

WHEREAS, the passing of Proposal 22-2 by the people of the State of Michigan requires each jurisdiction to establish an early vote polling location,

IT IS HEREBY RESOLVED, The Lowell City Council approves the establishment of an early voting polling location at 301 E. Main Street, Lowell MI 49331.

YEAS: \_\_\_\_\_.

NAYS: \_\_\_\_\_.

ABSTAIN: \_\_\_\_\_.

ABSENT: \_\_\_\_\_.

ADOPTED this 4th day of December 2023.

**CITY OF LOWELL**

BY: \_\_\_\_\_  
Susan Ullery, City Clerk

**RESOLUTION DECLARED ADOPTED.**

**CERTIFICATION**

I, Susan Ullery, City Clerk of the City of Lowell certify that the foregoing is a true and complete copy of the Resolution approved at the Regular City Council Meeting of the City of Lowell on Monday, December 4, 2023.

**Dated: 12/4/23**

\_\_\_\_\_  
Susan Ullery, City Clerk



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

**DATE:** November 30, 2023  
**TO:** Mayor DeVore and the Lowell City Council  
**FROM:** Michael T. Burns, City Manager *MTB*  
**RE:** Skate Park

---

Impact Church, led by Bob Rogers, has successfully raised the necessary \$120,000 through fundraising efforts to enhance and remodel the Lowell Skate Park at Stoney Lakeside Park. Bob has collaborated with Grindline, a Seattle-based firm specializing in designing and constructing skateparks, to assist with the project.

A proposal for Grindline's services is attached, outlining the scope, which includes project kickoff, preliminary and final conceptual design, creation of construction documents, and the construction phase.

The total project cost, including construction, is \$120,000, and all funds have been secured through fundraising. Therefore, no tax dollars will be utilized for this project. As this project is on our property, the City will need to enter into an agreement with Grindline for their services.

I recommend that the Lowell City Council enter into a construction management agreement with Grindline for the enhancement and remodeling of the skate park at Stoney Lakeside Park. The cost of this agreement should not exceed \$120,000, which has been successfully fundraised through Impact Church.



November 21st, 2023

Michael (Mike) Burns  
City Manager  
City of Lowell, MI  
301 E Main St,  
Lowell, MI 49331  
mburns@ci.lowell.mi.us  
P: 616.897.8457

**Re: Proposal for Skatepark Design/Build Services – Lowell, MI Skate Park**

**Scope of Services**

**Task 1. Project Kick Off**

- a. **Existing Information Review** –Grindline will review any available existing site information provided by the Owner to determine requirements for execution of work.
- b. **Kick-Off Meeting**–Grindline will meet virtually with the City and other key stakeholders to review site information and finalize the project objectives including local demographics, end users, schedule and budget for the project.
- c. **1st Focus Group Meeting** – Grindline will meet virtually with the Skatepark Focus Group to strategize and share ideas for skatepark features and layout.
- d. **Project Start Up Report** – Based on information collected in Tasks 1.a. - 1.c, Grindline will submit a project start up report detailing analysis and understanding of project requirements. Report will address requirements of project, identify any design, construction, scheduling, budgetary, operational, or other issues. The report will identify any coordination requirements with adjacent properties and propose solutions to identified issues.

**Task 2. Preliminary Conceptual Design**

- a. **Preliminary Conceptual Design** – Based on discussions and feedback from Task's 1.a. & c., Grindline will develop a preliminary concept to submit for approval.
- b. **2<sup>nd</sup> Focus Group Meeting** – In a meeting similar to Task 1.c., Grindline will present the preliminary concept and gather input to create a Final Design. To give the stakeholders the best possible understanding of the designs, we will present them through a combination of a Power Point presentation and interactive 3-d models. This allows us to “walk or skate around the design” as well as pull dimensions upon request from the audience.

**Task 3. Final Conceptual Design**

- a. **Detailed Design** - Based on review comments and feedback from the Owner, The City, and the Skatepark Focus Group, Grindline will prepare and develop a final concept for review. These documents will consider the complete build out of the Skatepark and all other components of the project. Grindline will also provide an updated and detailed line-item budget for the construction phase of project.

**Task 4. Construction Documents**

- a. **100% Construction Documents** – Grindline will develop and submit 100% construction documents. This submittal will represent the final documents and will include all required design information to commence construction.

**Task 5. Construction**

- a. **Construction** - Grindline will schedule and attend the pre-construction meeting. Construction crew(s) will mobilize to Hurricane and throughout construction; the site superintendent and project manager will host regular site meetings, provide weekly written progress reports, as well as review and produce any change orders and clarification drawings as needed. Using local material and equipment suppliers, Grindline will self-perform all construction according to the approved drawings and actively procure subcontracts with local businesses for non-skatepark construction services. Upon issuance of Notice of Completion, Grindline will deliver a complete set of As-Built Drawings, an Operations & Maintenance Manual and a 1 Year Warranty.

**Lowell Skatepark Fee Proposal**

<i>Item Labor</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Cost</i>	<i>Totals</i>
<b>PRELIMINARY DESIGN</b>					
<b>Project Startup, 1st Focus Group Meeting</b>					
Principal	3	hrs	\$165.00	\$495.00	<b>\$1,530.00</b>
Lead Design	3	hrs	\$165.00	\$495.00	
Design Associate	6	hrs	\$90.00	\$540.00	
<b>Preliminary Conceptual Design</b>					
Principal	4	hrs	\$165.00	\$660.00	<b>\$4,800.00</b>
Lead Design	24	hrs	\$165.00	\$3,960.00	
Design Associate	2	hrs	\$90.00	\$180.00	
<b>Final Conceptual Design</b>					
Principal	2	hrs	\$165.00	\$330.00	<b>\$2,400.00</b>
Lead Design	12	hrs	\$165.00	\$1,980.00	
Design Associate	1	hrs	\$90.00	\$90.00	
<b>Subtotal</b>					<b>\$ 8,730.00</b>
<b>CONSTRUCTION DOCUMENTS</b>					
<b>100% Construction Documents</b>					
Principal	4	hrs	\$165.00	\$660.00	<b>\$2,430.00</b>
Lead Design	2	hrs	\$165.00	\$330.00	
Design Associate	16	hrs	\$90.00	\$1,440.00	
<b>Subtotal</b>					<b>\$ 2,430.00</b>
<b>CONSTRUCTION</b>					
<b>Skatepark Construction</b>					
Construction Allowance	1	ls	\$108,840.00	\$108,840.00	<b>\$108,840.00</b>
<b>Subtotal</b>					<b>\$ 108,840.00</b>
<hr/> <b>Total Services</b>					<b>\$ 120,000.00</b>

Any work not included in this scope would be billed at Grindline's hourly rates below:

Principal / Lead Design	\$165.00 / hr	Design Associate Office	\$90.00 / hr
Project Manager	\$145.00 / hr	Administration	\$65.00 / hr

By my signature below and as a representative of the City of Lowell, I accept and agree to fulfill the terms of the proposal including payment in full for work completed by my direction. Any additional work beyond this proposal must be agreed to in writing.

Name (Please print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SKATEPARK STANDARD CONSTRUCTION DESIGN BUILD CONTRACT**

<b>Grindline Skateparks, Inc.</b> (Hereinafter referred to as "Contractor") Mailing Address: 4619 14th Ave SW Seattle, WA 98106 Attention: Matt Fluegge Chief Executive Officer Phone: (206) 932-6414 Email: matt@grindline.com	<b>City of Lowell, MI</b> (Hereinafter referred to as "Owner") Mailing Address: 301 E Main St Lowell, MI 49331 Attention: Michael (Mike) Burns City Manager Phone: (616) 897-8457 Email: mburns@ci.lowell.mi.us
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**NAME OF THE PROJECT:** Lowell, MI Skate Park

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between Owner and Contractor engages Contractor to provide skatepark design and construction services for the Owner.

Owner, Owner's Representative and Contractor agree as follows:

**I. SCOPE OF THE WORK.**

- a. To furnish and perform the work as described in **the attached proposal**, for the design and construction of the **Lowell Skatepark** for **City of Lowell, MI** (Hereinafter referred to as "Owner") all which documents in their entirety are referred to as part of the Contract

**II. CONTRACT DOCUMENTS.**

The following documents are incorporated into the Contract as exhibits by this reference:

- a. Grindline – Lowell Skatepark Conceptual Design Proposal

**III. COST OF THE WORK.**

- a. The Owner shall pay the Contractor for completed Work and for services rendered. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work.
- b. As compensation for services to be performed by Contractor, the Owner will pay Contractor **\$120,000.00**, excluding sales tax. Compensation for performing any design or constructions services with respect to further phases or scope will be pursuant to a mutually agreed upon amendment to this Agreement. The total authorized budget amount shall not be exceeded without authorization from the Owner.

#### IV. CONTRACT TIME AND SCHEDULE.

- a. **Contract Time.** Contractor agrees to begin performing the Contract no later than 30 days upon the execution of this contract.
- b. **Contract Schedule.** A Project Schedule for the design and construction of the Project will be incorporated in this contract with defined tasks and standard durations. Both parties acknowledge that the timing of funding and in-kind services may impact the original schedule and both parties have responsibilities and obligations to keep the Project moving forward. Contractor will update the schedule at reasonable intervals and Owner will advise Contractor of any anticipated delays.

#### V. CONTRACTOR'S RIGHTS AND DUTIES.

- a. **COOPERATION.** Contractor will cooperate with the Owner, Owner's Representative, other Contractors in the progress of the Project. Contractor will also take all reasonably necessary precautions to protect the Work of Owner's Representative and other Contractors from damage that may be caused by Contractor's Work.
- b. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS.** Contractor agrees to pay its employees, subcontractors, and suppliers in a timely manner for all labor, services and materials supplied in connection with the Project. Contractor will indemnify and hold Owner harmless from any claims made by Contractor's employees, subcontractors, and suppliers, providing Contractor has been paid for the Work that is the subject of the Claim.
- c. **PROGRESS REPORTS.** Upon request by Owner, Contractor will supply reports on the progress of the Work and status of materials or equipment for use on the Project.
- d. **SHOP DRAWINGS, PRODUCT DATA, SAMPLES.** Contractor will promptly submit Shop Drawings, Product Data, Samples or other documents and materials required by the Contract Documents within sufficient time so as not to delay the work and to obtain Owner's approval for such items.
- e. **SAFETY.** Contractor will take appropriate and industry-standard safety precautions applicable to the Work and will also comply with all safety programs or requirements set forth by Owner. Contractor will comply with all safety laws, regulations and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Contractor will always maintain a safe workplace and will immediately report any injuries or safety problems to Owner, and immediately mitigate and cure any safety problems, in cooperation with Owner. If Contractor uses a hazardous substance of a type which an employer is required by law to notify employees that the substance is in use, Contractor will not use such substance without obtaining prior written permission from Owner and notifying Owner of the use of the substance in sufficient time and with sufficient detail to allow Owner to respond with instructions or take necessary measures to ensure public safety.
- f. **NOTICES, LAWS, PERMITS, FEES.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, or any other rules set forth by any governing authority

with jurisdiction over the Project, including but not limited to all laws related to taxes, social security acts, unemployment compensation acts, and worker's compensation acts. Contractor will also be responsible for giving all notices required by federal, state, and local laws, rules, regulations, or ordinances and will secure and pay for all permits and licenses necessary for the completion of the Work.

- g. **CLEANING UP.** Contractor will maintain a clean work site and will keep the premises free from accumulated waste.
- h. **WARRANTY.** Contractor warrants that the materials supplied, and the equipment furnished will be of good quality and new unless otherwise specified or permitted by the Contract. Contractor warrants that the Work will be free from defects not inherent in the quality of the Work and will conform to the Contract Documents. This warranty is in addition to any other warranty provided by law or the Contract documents. For a period of one year after Substantial Completion of the Project, Contractor agrees to correct any Work that is not in conformance with the Contract Documents.
- i. **SUPERINTENDENT, ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** Contractor will ensure there is a competent job superintendent, identified to the City, on site for the duration of the project. Communications to the superintendent are binding on the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. Neither party will assign the Contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this Contract by assigning or subcontracting the Work or any portion thereof.
- j. **ACCOUNTING RECORDS.** Contractor will keep records, including accounting records, relating to this Project in a form acceptable to Owner and will allow Owner access to all records upon reasonable notice to Contractor to review and audit such records.
- k. **INDEPENDENT CONTRACTOR.** The Parties agree that Contractor is an independent contractor, with no employment relationship with Owner.
- l. **PAYROLL TAXES.** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by owner on behalf of contractor or contractor's employees or subcontractors. Contractor shall not be treated as an employee of owner with respect to the services performed pursuant to this agreement for federal or state tax purposes. Contractor understands that contractor is responsible to pay, according to law, contractor's taxes, and to withhold, according to law, taxes to be paid by employees or subcontractors. Contractor further understands that contractor may be held liable for self-employment (social security) tax to be paid by contractor according to law. Contractor shall indemnify, defend, and hold harmless City against any claims or liabilities asserted against City or its representatives, related to any tax payments or failure to pay taxes by contractor.
- m. **LICENSES AND LAW.** Contractor represents that contractor possesses the skills and experience necessary and all licenses required to perform the services. Contractor shall comply with all applicable laws in the performance of the services.

- n. **NON-DISCRIMINATION.** Contractor shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

[NB] **INSURANCE**

- a. Contractor will obtain, pay for and maintain the coverage and amounts of coverage not less than those below by a carrier with a Best AA rating or its equivalent and licensed to do business in State of West Virginia and will provide Owner with certificates issued by insurance companies satisfactory to Owner to evidence such coverages The Owner should be a named insured on the liability and completed operations policies.
- b. Contractor will procure and maintain the following types of insurance at limits no less than stated below.
  - 1. Contractor shall maintain in full force and effect, worker's compensation coverage for Contractor and any agents, employees, and staff that Contractor employs, and shall require from all subcontractors, proof of worker's compensation coverage to be provided to both Contractor and City. Contractor shall provide proof of such coverage to Owner, or proof that such worker's compensation insurance is not required under the circumstances. Contractor shall indemnify, defend, and hold harmless City and its representatives against any claims or liabilities asserted against City or its representatives, related to any worker's compensation coverage by Contractor, Contractor's employees, and Contractor's subcontractors.
  - 2. Products and Completed Operations Coverage for the protection against bodily injury and property damage claims arising from this hazard at a limit no less than \$1M/2M.
  - 3. Commercial Liability insurance with a combined single limit for bodily injury and property damage no less than \$1M each occurrence covering all insurable obligations or operations of Owner and its representatives.
  - 4. Business Automobile Liability with a combined single limit for bodily injury and property damage no less than \$1M each occurrence to include coverage for all owned, non-owned and hired vehicles.
- c. Limits of Liability: The insurer's maximum liability for all Loss and Claims Expenses resulting from each Claim shall be the limit of Liability for each claim set forth in Section VI.b. The insurer's maximum aggregate liability for all Loss and Claims Expenses resulting from all claims covered by this Policy shall be the aggregate Limit of Liability for all Claims set forth in Section VI.b.
- d.

[NB] **OWNERS RIGHTS AND DUTIES**

a. **COOPERATION**

- 1. Owner shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations, and services in a timely manner to facilitate

Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance obligations under the Construction Documents.

2. Owner shall provide timely reviews and approvals of interim design submissions and construction documents consistent with the turnaround times set forth in Contractor's schedule.
3. Owner shall give Contractor timely notice of any Work that Owner notices to be defective or not in compliance with the contract documents.
4. Unless expressly stated to the contrary in the Scope of Work, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all which Contractor is entitled to rely upon in performing the Work:
  - i. Surveys describing the property, boundaries, topography, and reference points for use during construction, including existing service and utility lines
  - ii. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site
  - iii. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project
  - iv. To the extent available, record drawings of any existing structures as well as environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

[ ~~NNB~~ ] **INVOICES AND PAYMENTS.**

- a. Contractor will submit applications for payment to Owner monthly, on a percentage complete basis. Pay applications will accurately depict actual expenses incurred by Contractor and will reflect the payment schedule agreed upon by the parties. Owner will make payment within 30 calendar days of the invoice date. Contractor shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Contractor within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion. Contractor understands and agrees that payment is made to Contractor from grant funds as such funds are received, and that Owner does not have a separate source of funds either available or budgeted for this Agreement. A sum equal to five percent (5%) of the monies earned by the Contractor will be retained by the City, from payments made by the City to the Contractor under this Contract. This retainage shall be used as a set-aside for the protection and payment of the claims of any person arising under the Contract.
- b. Interest. Except as stated above relative to any delays in grant funding, if payment is not received by the Contractor within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1% per month, up to the statutory judgment rate of interest in the State of



Washington, of the past due amount. Payments will be credited first to interest and then to principal.

- c. Suspension. If the owner fails to make payments when due, the contractor may suspend performance of services upon five (5) business days' notice to the Owner.
- d. Change Orders. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in writing and signed by both parties. Without invalidating the Contract, Owner may make changes in the Scope of the Work and in the Contract Time. All changes to the Contract will be made in writing by Change Order and will be signed by both parties before being valid. Contractor shall be entitled to an equitable adjustment in the Contract Time and the cost of the Contract because of such changes.
- e. Final Payment. A sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment of the claims of any person arising under the Contract.

### **3 INDEMNIFICATION.**

- a. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Contractor, they shall be borne by each party in proportion to its negligence. Contractor shall defend, indemnify, and hold Owner, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Contractor, its officers, subcontractors, agents, or employees. In the event Owner is alleged to be liable on account of any activities, acts, or omissions of Contractor, its officers, subcontractors, agents, or employees, then Contractor shall defend such allegations through counsel chosen by Owner, and Contractor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

### **3 OWNERSHIP AND USE OF DOCUMENTS.**

- a. All documents, drawings, specifications, digital data associated with the project plans, including but not limited to .dwg files and/or data in other drawing file formats and other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the Owner whether the project for which they are made is executed or not. Ownership of documents shall transfer to the Owner once payment for such work has been received by Contractor. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. The Parties herein understand and acknowledge that this Agreement, its attachments, and all documents generated pursuant to this Agreement with a municipality, may be public records subject to Washington Public Records laws and Washington Open Meetings laws and/or other applicable federal and state laws. Owner, in its

sole discretion, shall disclose any document relating to this Agreement, as it deems itself legally required.

] NB **TERMINATION OF THE CONTRACT**

- a. **For Cause.** Either party may terminate this Contract if the other party fails or neglects to carry out the Work in accordance with the Contract Documents or otherwise materially breaches the Contract. The terminating party shall provide the other party with seven (7) calendar days' notice of the breach and provide the other party an opportunity to cure any breach. Should the other party fail to cure such breach, the terminating party shall have the right to terminate the Contract. Contractor shall be entitled to payment for the percentage of work completed, and Owner shall be entitled to reimbursement for the percentage of work paid for, if not completed.
- b. **With Notice.** The Owner and Contractor may terminate this Agreement in whole or in part at any time by giving thirty (30) days written notice thereof, except that Contractor shall not terminate this Agreement without completing the agreed-to work, without the acceptance of such termination by Owner. The Owner, upon termination, shall promptly pay Contractor for all services rendered to the effective date of suspension of services, plus mutually agreeable suspension charges, which may include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf, subject to grant fund availability.
- c. **MERGER, INTEGRATION AND MODIFICATIONS.** This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may only be amended, whether by change order or other modification, if both parties specifically agree in writing to such amendment of the Agreement.
- d. **DISPUTE RESOLUTION.** Owner or Owner's Agent agrees to notify Contractor of any claims against the Contractor within 1 year of discovery of any allegations, errors, or omissions. Should a dispute arise, Owner and Contractor agree to negotiate disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either the Owner or Contractor. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. A representative of each party with authority to settle the Claim will be present at the mediation. Fees and expenses for mediation shall be split equally between the parties. The Owner and Contractor agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede and be a condition precedent to litigation. Notwithstanding the foregoing, either party may apply to a court for equitable relief or to attach assets prior to or concurrent with engaging in alternative dispute resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, with venue for any action brought pursuant to this Agreement to be in a court of competent jurisdiction in the State of Washington.

- e. **SEPARATE CONTRACTORS.** The parties recognize that Owner may perform construction related to the Work with its own forces or with separate contractors. Owner shall provide for coordination of such forces with the work of Contractor, who will cooperate with them.
- f. **WAIVER, PERFORMANCE AND SEVERABILITY.** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the strict performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of breach, or of such term, covenant or right.
- g. **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party. Contractor may utilize subcontractors, and Owner will cooperate with such subcontractors, but the Contractor will not be relieved of any of the responsibilities of this Contract by assigning or subcontracting the Work or any portion thereof.
- h. **ATTORNEY FEES.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall move the court to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- i. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- j. **JOINT DRAFTING.** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

## **XII. MISCELLANEOUS**

- a. The Owner and Contractor acknowledge that the Owner may receive in-kind donations, including but not limited to construction services and labor, materials, and lodging for workers.
- b. Unless otherwise mutually agreed upon, in-kind donations shall be the property of the Owner and used to enhance and expand the project.

**XIII. DESIGNATED REPRESENTATIVES**

- a. Owner and Contractor designate the following representatives to act on behalf of each party to have authority to make decisions, approve changes and process payment applications.

**OWNER:**

City of Lowell, MI  
(Hereinafter referred to as "Owner")  
Mailing Address:  
301 E Main St,  
Lowell, MI 49331  
Attention: Michael (Mike) Burns  
City Manager  
Phone: (616) 897-8457  
Email: mburns@ci.lowell.mi.us

**CONTRACTOR:**

**Grindline Skateparks, Inc.**  
(Hereinafter referred to as "Contractor")  
Mailing Address:  
4619 14<sup>th</sup> Ave SW  
Seattle, WA 98106  
Attention: Matt Fluegge  
Chief Executive Officer  
Phone: (206) 932-6414  
Email: matt@grindline.com

In Witness hereof, Owner and Contractor have caused this Agreement to be executed and accepted by their duly authorized officials:

**City of Lowell, MI**

**Grindline Skateparks, Inc.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name type or print)

\_\_\_\_\_  
(name type or print)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**LOWELL CITY ADMINISTRATION**  
INTER OFFICE MEMORANDUM



**DATE:** December 1, 2023  
**TO:** Michael Burns, City Manager  
**FROM:** Susan Ullery, City Clerk  
**RE:** New Construction/Sidewalk Requirement

---

Bob Hults has submitted a letter to the Council requesting sidewalks not be required for the new duplex he is building at 709 Lafayette.

Per section 19.26 (New Construction) of the City's Code of Ordinances it states the owner of any property within the city upon which a new residential, commercial or industrial building is to be constructed shall, in conjunction with such construction, construct sidewalks and any necessary retaining walls and driveway approaches in the public right-of-way adjacent or abutting such property as shall be required by the city manager at the time a building permit is issued for such construction. All such required structures shall be completed prior to the issuance by the city of a certificate of occupancy.

Direction from the City Council is requested.

October 24, 2023

Sue Ullery

City of Lowell

301 E. Main

Lowell MI 49331

Dear Ms. Ullery,

I am writing this letter in regards to property at 709 Lafayette. It is my intent to build a duplex on this property. I am being told that city sidewalk is required on all new buildings. I ask that this be waived on this property for 3 reasons.

- There is no sidewalk on the east side of Lafayette at all.
- There is no sidewalk on Pine st at all.
- This property had a house on it that burned, but we are leaving garage.

Please consider waiving the sidewalk requirement for this property.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "B. Hults", written over a faint circular stamp or watermark.

Bob Hults

10571 Foreman

Lowell, MI 49331

manager shall send notice of such order in accordance with the provisions of section 19-25. Such notice shall specify the location of such structure, the work required and the time within which the work must be completed.

(Ord. No. 88-5, § 1, 3-7-88)

**Sec. 19-25. Notice of violation.**

(a) Notice of required sidewalk, retaining wall, and driveway approach repairs or construction shall be served upon the adjacent or abutting property owner as follows:

- (1) By delivering the notice to the owner personally or by leaving the same at his residence, office, or place of business with some person of suitable age and discretion;
- (2) By mailing such notice by certified or registered mail to such owner at his last known address; or
- (3) If the owner is unknown, by posting such notice in some conspicuous place on the property for five (5) days.

(b) The responsibility for giving notice of violation is limited to providing for such notice to the property owner of record as shown on the most recent tax rolls of the city at the time of the giving of such notice.

(Ord. No. 88-5, § 1, 3-7-88)

**Sec. 19-26. New construction.**

The owner of any property within the city upon which a new residential, commercial or industrial building is to be constructed shall, in conjunction with such construction, construct sidewalks and any necessary retaining walls and driveway approaches in the public right-of-way adjacent or abutting such property as shall be required by the city manager at the time a building permit is issued for such construction. All such required structures shall be completed prior to the issuance by the city of a certificate of occupancy.

(Ord. No. 88-5, § 1, 3-7-88)

**Sec. 19-27. Permit.**

(a) Before starting any work required by this division in the public right-of-way, the property owner or his or her representative shall obtain a permit. The fee for this permit shall be set by resolution of the city council from time to time. When applying for the permit, the property owner or his or her representative shall submit a plan or sketch showing:

- (1) The proposed location of the sidewalk and any related retaining walls and driveway approaches; and
- (2) That the existing ground surfaces adjacent to and within the limits of the public right-of-way will be graded or excavated to conform to the established sidewalk grade upon completion of construction.

**APPOINTMENTS**

	Expires
Airport Board	
Vacancy (Jeff Altoft – Resigned)	01/01/2024
Vacancy (Dave Pasquale – Resigned)	01/01/2025
Arbor Board	
Vacancy (Matthew Silverman – Resigned)	06/30/2023
Vacancy (Leah Groves – Resigned)	06/30/2023
Board of Review	
Vacancy (Maureen Pawloski – Currently Serving)	01/01/2023
Vacancy (Leah Vredenburg – Currently Serving)	01/01/2023
Construction Board of Appeals	
Vacancy (Greg Canfield – Resigned)	01/01/2025
Downtown Development Authority	01/01/2026
Vacancy (Nicole Lintemuth – Resigned)	
Downtown Historic District Commission	
Vacancy (Cliff Yankovich – Liaison)	01/01/2024
Lowell Area Fire and Emergency Services Authority	
Vacancy (Dave Wikstrom – Currently Serving)	01/01/2024
Lowell Area Recreation Authority	
Vacancy (Perry Beachum – Currently Serving)	11/15/2023
Lowell Light and Power	01/01/2024
Vacancy (Jim Salzwedel – Currently Serving a two-year term as liaison)	
Parks and Recreation Commission	
Vacancy (Paula Mierendorf – Resigned)	01/01/2023
Vacancy (Susan Pomper – Currently Serving)	01/01/2024



**CITY OF LOWELL**

**Application for Board or Commission Appointment**

Name: JOHN GERARD  
Address: 2420 GEE DR  
Telephone Numbers: Home \_\_\_\_\_ Cell 616-550-7981  
Email: jwgerard82@gmail.com  
Board or Commission Position Desired: CITY OF LOWELL AIRPORT BOARD

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

Long time (40+ years) resident of the city of Lowell.


**Career work experience:**

- Worked 39 years in commercial (FAA 14 CFR Part 25) and military aerospace industry.
- Worked extensively with FAA regulations and FAA personnel (part 25 only)
- Designed many flight control and flight recording avionics computers
- Understand aviation domain, but no experience with FAA 14 CFR Part 23 aircraft.

Previously served on City of Lowell Planning Commission.

**Desires/Objectives:**

- Strong interest in ensuring small local airports remain known and assessable to communities.
- Expose as many young people as possible to the aviation domain. Also, encourage those who have an interest in aviation.
- Use aviation to benefit the Lowell community.

  
Signature

**Please return application to:**

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

Or by email to:  
[sullery@ci.lowell.mi.us](mailto:sullery@ci.lowell.mi.us)

# CITY OF LOWELL

## Application for Board or Commission Appointment

Name: Andrew Quada

Address: 179 S. Center St., Lowell, Michigan 49331

Telephone Numbers: Home \_\_\_\_\_ Cell 1 (864) 517-7643

Email: Andrew.Quada@gmail.com

Board or Commission Position Desired: Lowell Airport Board

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

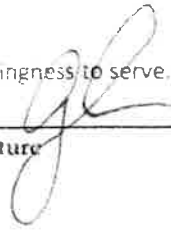
I have been a part of the Lowell Community since the age of three when my family moved here for my father to take on the job of City Manager. A great number of those years leading up to and including present days have been spent with family friends around the airport

I have worked in the automotive sector in both production and quality management roles with budgetary responsibility for over twenty years. Outside of fiscal responsibility, these roles have taught me the importance of identifying continuous improvement opportunities, setting realistic stretch goals and working collaboratively with teams to exact the desired results.

My interest in this position come from a desire to serve the community. This is especially true of the community of Lowell Airport-based pilots that I have recently joined after the purchase of my 1946 Ercoupe 415D. I am actively involved with the airport's activities, am probably the pilot with the most flying hours and I want to be a part of the growth moving forward. I would like to encourage more community outreach activities and even expand them to encourage new pilots.

Thank you for your collective interest in my application and willingness to serve.

Signature

  
05.15.23

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)

City Of Lowell

Application for Board or Commission Appointment

Name: Bruce E. Matthews

Address: 326 Riverside Drive, Lowell, Mi 49331

Telephone: 616-915-0729

E-mail: Bruce@paintedtrilliummusic.com

Board or Commission Position Desired: Parks & Recreation Commission

Resume/Qualifications: 10 year resident of Lowell. Retired executive director, North Country Trail Association (10 years). 45 year career in outdoor education/recreation. Master's degree, Outdoor Education. Served on faculties at State University of New York at Cortland (Recreation & Leisure Studies Department) and Cornell University (Department of Natural Resources).

Please see attached via for additional information.

Signature  
*Bruce E. Matthews*  
(Electronic)

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)

## VITA

### **Bruce E. Matthews**

In August 2017 Bruce Matthews retired after ten years as Executive Director of the North Country Trail Association, the volunteer organization that builds, maintains and tells the story of America's longest National Scenic Trail.

Previously Matthews was the founding president of the non-profit Recreational Boating and Fishing Foundation (RBFF), best known for its national Take Me Fishing advertising campaign, National Fishing and Boating Week and Angler's Legacy mentoring program. Matthews started RBFF in 1999, after a stint as Information and Education Chief for the Michigan Department of Natural Resources.

Matthews has served on the faculty at Cornell University and S.U.N.Y Cortland, where he directed the Adirondack Winter Studies program and started the New York 4-H Sportfishing Program. He has been a licensed New York State Guide and US Coast Guard licensed captain. As a member of the Outdoor Writers Association of America, Matthews' articles have won awards and appeared in many outdoor magazines.

Matthews released his first album, "So Far..." in 2014, with a followup, "Roll Your Windows Down!" in January 2018, and a third album, "What You Leave Behind" in 2021. Composed of original songs in the Americana roots tradition, his songs celebrate the outdoors, redemption and his relationship with the Creator. Matthews has served on the worship leadership teams at Ada Bible Church since 2008, works with men's ministry and leads men's small groups.

Bruce Matthews lives in Lowell, MI along the Flat River near the North Country Trail, and is married to Linda. They have eight grandchildren, and a Brittany named Carson, who has high hopes that Bruce will actually hit a few of the gamebirds she's pointed.