

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

#### CITY OF LOWELL CITY COUNCIL AGENDA MONDAY, MAY 18, 2020, IMMEDIATELY FOLLOWING THE 7:00 P.M. ZONING BOARD OF APPEALS MEETING

Meeting will be held remotely via Zoom

Join Zoom Meeting

https://us02web.zoom.us/j/81694282954

Meeting ID: 816 9428 2954

One tap mobile

+16465588656,,81694282954# US (New York)

13017158592,,81694282954# US +(Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 816 9428 2954

- 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 May 4, 2020 Regular City Council meeting.
  - Authorize payment of invoices in the amount of \$153,488.34.
- 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. Classification and Compensation Study
  - b. Gift from Staal Estate
  - c. High Street Vacation and Resolution 11-20
  - d. Water Billing Late Fees
  - e. HVAC Maintenance

#### 5. NEW BUSINESS

- a. Water Service Rules and Regulations
- b. Public Hearing Fiscal Year 2020-21 Budget and Resolution 12-20
- c. LL&P Fiscal Year 2021 Operating and Capital Budget
- d. LL&P Resolution 13-20
- e. Ordinance 20-02
- f. Work Share Program
- g. Memorial Day Festivities
- 6. BOARD/COMMISSION REPORTS
- 7. MONTHLY REPORTS
- 8. MANAGER'S REPORT
- 9. APPOINTMENTS
- 10. COUNCIL COMMENTS

#### 11. CLOSED SESSION

a. Pursuant to Pursuant to 15.268 Sec 8 of the Open Meetings Act item (c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement

#### 12. ADJOURNMENT

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



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

#### **MEMORANDUM**

TO:

Lowell City Council

FROM:

Michael Burns, City Manager

RE:

Council Agenda for Monday, May 18, 2020

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 May 4, 2020 Regular City Council meeting.
- Authorize payment of invoices in the amount of \$153,488.34.

#### 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. Classification and Compensation Study. City Manager Michael Burns provided a memo.
- b. <u>Gift from Staal Estate</u>. City Manager Michael Burns provided a memo. Issue was tabled from the last meeting,
- c. High Street Vacation and Resolution 11-20. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council approve Resolution 11-20 to approve partial vacation of the High Street plat.

- d. Water Billing Late Fees. City Manager Michael Burns provided a memo.
- e. HVAC Maintenance. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council approve the Preventative Maintenance Agreements with Progressive Heating, Cooling & Refrigeration, Inc. as presented.

#### 5. NEW BUSINESS

- a. <u>Water Service Rules and Regulations</u>. Public Works Director Daniel Czarnecki provided a memo.
- Public Hearing Fiscal Year 2020-21 Budget and Resolution 12-20. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council approve Resolution 12-20 as presented.

- c. <u>LL&P Fiscal Year 2021 Operating and Capital Budget</u>. LL&P General Manager Steve Donkersloot provided a memo.
- d. <u>LL&P Resolution 13-20</u>. LL&P General Manager Steve Donkersloot provided a memo. Recommended Motion: That the Lowell City Council adopt Resolution 13-20 authorizing the Publication of a Notice of Intent to Issue Bonds.
- e. Ordinance 20-02. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council approve Ordinance 20-02 as presented.

f. Work Share Program. City Manager Michael Burns provided a memo.

Recommended Motion: That the Lowell City Council approve the furloughs of employees as presented.

- g. Memorial Day Events. City Manager Michael Burns provided a memo.
- 6. BOARD/COMMISSION REPORTS
- 7. MONTHLY REPORTS
- 8. MANAGER'S REPORT
- 9. APPOINTMENTS
- 10. COUNCIL COMMENTS
- 11. CLOSED SESSION
  - a. Pursuant to Pursuant to 15.268 Sec 8 of the Open Meetings Act item (c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement
- 12. ADJOURNMENT

PROCEEDINGS
OF
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
ZOOM MEETING
MONDAY, MAY 4, 2020, 7:00 P.M.

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

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

Present:

Councilmembers Cliff Yankovich, Greg Canfield, Marty Chambers and Mayor Pro Tem

Salzwedel.

Absent:

Mayor DeVore.

Also Present:

City Manage Michael Burns, City Clerk Susan Ullery, Chief of Police Steve Bukala, and

DPW Director Dan Czarnecki.

#### 2. EXCUSE OF ABSENCE.

IT WAS MOVED BY CHAMBERS and seconded by CANFIELD to approve the absence of Mayor DeVore.

YES: Councilmember Canfield, Councilmember Salzwedel, Councilmember Yankovich,

and Councilmember Chambers.

NO: None.

ABSENT: Mayor DeVore.

MOTION CARRIED.

#### 3. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the minutes of the April 20, 2020 Regular City Council meeting and the April 25, 2020 Budget work session.
- Authorize payment of invoices in the amount \$439,626.66626.

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

YES: Councilmember Canfield, Councilmember Salzwedel, Councilmember Yankovich,

and Councilmember Chambers.

NO: None.

ABSENT: Mayor DeVorre.

MOTION CARRIED.

#### 4. <u>CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.</u>

There were no comments.

#### 5. OLD BUSINESS

#### a. COVID 19 Issues.

City Manager Michael Burns the City is still working under the executive orders due to the COVID-19 pandemic. This being said, there are a few items Burns wanted the Council to consider as this matter continues.

Festival and Events – While the Executive Orders will most likely dictate when large gatherings can begin. Concern will be with ensuring events are complying with Center of Disease Control standards. While it may be difficult to prove on the end of liability, the concern is for mass exposures at events. Rather than the City dictating what must be done at events, I would like to have events develop plans (in writing) to submit to the City that they will ensure sanitary conditions, proper social distancing and proper CDC guidelines they will be following to manage their events in order to have the event on our property. Burns anticipates the even planners for these events will be responsible for these safety practices as we move forward.

Opening City Hall – We are currently complying with the Executive Order regarding Staying at Home. DPW returned to full staffing last week and are working but following social distancing. We are making sure equipment is sanitized and are assigning only one employee in a vehicle at a time. We have also provided masks and hand sanitizer. Employees are also going to be required to take their temperature at the beginning and end of their shifts and have provided each department with a thermometer if they don't have one at home.

City Hall staff is currently working remotely but we have had one employee in City Hall daily to answer phone calls coming in. I am planning on having all City Hall employees come back to City Hall on May 18, 2020, which is three days after the current stay at home orders will be lifted. When city hall staff returns, policies in place requiring they wear masks in dealing with the public. We have also placed Plexiglas protections at the Police Department and City Hall desks to provide additional protection for the public and our staff.

There are discussion with many cities as to when the municipal buildings will open their doors. The standard being considered for this is 14 consecutive days where diminishing new exposures in the municipalities county. Earlier this week, Burns began tracking the number of new exposures daily and it is his hope we can open the doors to the public on June 1, 2020.

Burns is also considering the possibility of having all employees tested for COVID-19. There may be logistical issues with this but we are researching this possibility also.

The Police Chief and Burns are working with Servpro so we can have weekly fogging's of our facility as an extra sanitation measure. We are also looking at doing this with our vehicles.

Burns believes we will be embarking in a new normal once we return. However, he believes the City of Lowell is trying to be responsive to the public and working safely through this pandemic.

After Council discussion believed this would be appropriate considering the event holders are following the CDC guidelines.

Burns also noted there with be a Memorial Day celebration at the cemetery but no parade.

#### b. Gift from Staal Estate.

City Manager Michael Burns explained this was tabled from the last City Council meeting as the Council wanted to review the upcoming budget at the work session meeting that was held on April 25, 2020.

Councilmember Salzwedel believed the gift should benefit the entire community.

Lowell resident Mark Mundt at 800 Bowes Road suggested the gift go towards the Showboat.

The item was tabled until Mayor DeVore could be available.

#### Budget Presentation.

City Manager Michael Burns stated at the April 25, 2020 budget work session, he provided a PowerPoint presentation with a number of budget reduction options. Many of the options in his opinion were more policy decisions of the City Council than the City Manager.

City Administration would like to know if any of the items suggested are actual items the City Council would like to pursue before he moves forward.

By general consensus, the Council agreed the budget looked good and the public hearing was set for May 18, 2020.

#### 6. **NEW BUSINESS**

#### a. 2020 HMA Crackfill Project Award.

Public Works Director Daniel Czarnecki explained the maintenance of our pavements (street and parking lots) is important for the extension of the useful life of the pavement surface. As the asphalt ages it will crack. The cracks will allow water to penetrate into and below the pavement. Water is one of the worse causes of potholes and pavement deterioration.

A sealant can be placed on the cracks to deter water from entering. This crackfill process places a band of rubberized asphalt material 4-6 inches wide over and into the crack, filling and sealing any potential voids. This leaves a black stripe of material on the pavement surface. While this isn't the most visually appealing solution, it is an effective process for sealing pavement.

Bid documents were created for this work and the request for proposals package was set out to five companies that perform this type of work. The proposal was also listed at the Builders Exchange in Grand Rapids and on our City webpage.

The work areas include Bowes Road, Gee Drive and Foreman Street (Gee to Beech), plus five downtown parking lots.

The City received one bid proposal for the project from Wolverine Sealcoating LLC, Jackson in the amount of \$15,770.00.

Czarnecki spoke with the contractor and they are set up to perform this project for the City of Lowell. They currently have several sealing projects and feel confident they can have our project completed by July 1<sup>st</sup>, weather permitting.

IT WAS MOVED BY YANKOVICH and seconded by CANFIELD to approve the 2020 HMA Overband Crackfill Project bid from Wolverine Sealcoating LLC, Jackson, Michigan, for a cost of \$15,770.00.

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

#### Sanitary Sewer Repair in Alley.

Public Works Director Daniel Czarnecki explained recently we had Plummer Environmental in town to clean a sanitary sewer line near city hall. This line goes behind the stores on the north side of the street in the 200 block of E. Main Street. An upstream manhole was found to be full of water, which caused DPW to have the line investigated. Ralph Brecken put together a PowerPoint presentation showing the location.

The line has been having problems for a while. After cleaning the pipe they ran a camera down it and found a broken pipe with separation, which is most likely the culprit for causing backups. The DPW contacted Lee's Trenching and they provided a quote of T&M to fix the problem. Based on their T&M amounts, Czarnecki is guessing the cost for Lee's Trenching to fix the line will be about \$21,000. He figures it could take them up to 2 days to do all the work (\$1,100/hr.) plus the necessary materials needed for the repair.

While this is a large sum of money, the area to work in is questionable. Being behind the businesses in an older part of the city there is no telling what they will find in the ground. And there is another problem that could rear its ugly head. According to Bob Robinson there is an old galvanized water line that services these stores and it also runs behind the buildings in the same alleyway as the sewer main. Extra caution and care will be necessary for any excavation work. Unfortunately, old galvanized pipe can break from the vibrations of equipment. Any repairs to the water line would be in addition to the amount above.

The problem isn't going to go away on its own. While we could add this sewer repair and replacement of the water line to the Monroe Street project, that project isn't scheduled to be completed until 2022. We should get the sewer line fixed soon as backups have the potential to continue until the broken pipe is fixed. We also should consider replacement of the water line as part of the Monroe Street project in 2020.

In review of the budget on BS&A there is \$125,500 budgeted in the Wastewater Collection Repair and Maintenance line (590-551-930.000). According to the current budget for this year, \$25,000 has been set aside for main repairs.

With the state still in shutdown mode, now might be a good time to get this line fixed, before Sneaker's, Flat River Grill, Fans in the Stands, etc. are opened back up full-time and more people are congregating in the area. Currently Gary's Country Meats, Sneakers (part-time) and the Beer Store are open during the day. Their back entrances will be affected by the work. Any deliveries to them would have to use the parking lot and walk around the excavation or park on Main and use the front door. We would make sure the businesses know what we are doing in advance of any work being started and everything would be done as safely as possible.

FYI, Lee's Trenching is a preferred vendor that we use on our underground repairs such as this. They helped us to repair the broken watermain and valve at M-21/West Street. Their proposal includes cost for all material for the sewer repair and the replacement of an asphalt patch. It does not include any rework on the waterline.

Councilmember Chambers confirmed the residents who live above these businesses will also be informed. Czarnecki responded yes.

IT WAS MOVED BY CHAMBERS and seconded by CANFIELD to approve the repair quote from Lee's Trenching Service, Inc. Byron Center, dated April 7, 2020, for the repairs to the sanitary sewer in the alley behind the 200 block of E. Main Street., for an estimated cost of \$21,000.00. YES: Councilmember Yankovich, Councilmember Chambers, Councilmember Canfield and Councilmember Salzwedel. NO: None. ABSENT: Mayor DeVore. MOTION CARRIED.

#### Foreman Street Sanitary Sewer Engineering.

Public Works Director Daniel Czarnecki explained back in December 2019, the City Council approved the design and construction engineering work for the Foreman Street Sanitary Sewer Replacement Project. At that time the City was looking at utilizing all city funds to replace a small section of sanitary sewer that is experiencing a large amount of infiltration and inflow. In February 2020, the City was awarded \$132,000 in Small Urban funds from MDOT for the street replacement portion of this project. These funds are to be obligated during the current fiscal year.

With the use of Small Urban funds on our project we are required to flow MDOT procedures for design, bidding, construction oversight, and project payment. The MDOT process is more in depth than is necessary for project with only City oversight.

With the changes to the project we have asked our engineers, Prein & Newhof to put together a new scope of services following the additional MDOT requirements. They have broken down the additional requirement involved with the project and their additional engineering services to be provided during design and contraction. They have submitted d a new cost proposal for professional services for design and construction of \$44,800 (Design engineering \$13,750; Construction Engineering \$31,050). This new proposal takes the place of the original proposal which has been cancelled.

We are looking to perform this project during Summer 2021, starting immediately after school ends for the summer. Our anticipated construction window will be June 1 through August 15<sup>th</sup>.

Prein and Newhoff representatives Payton Novak and Brian Vilmont were present to address any concerns or questions. Vilmont explained there could be a 10% increase in the cost of the project due to prevailing wages. He noted 80% of the drawings need to be submitted to MDOT by June in order to received funding. He explained the Council can back out of the project if prices increase when the bids are received.

IT WAS MOVED BY CANFIELD and seconded by CHAMBERS to approve the proposal from Prein & Newhof, Grand Rapids, dated April 10, 2020, for Professional Design Services and Construction Engineering Services for the Foreman St. Sanitary Sewer Replacement Project at a cost "not-to-exceed" \$44,800.

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

#### Outdoor Seating.

City Manager Michael Burns explained the City has received a request to consider to utilize a portion of our municipal parking lots as seating areas for our Downtown restaurants. This is due to concern that once restaurants are allowed to open to patrons, they will not be able to fully utilize their current space as social guidelines would most likely still be in place. As you know there are currently five restaurants in the downtown district this could possibly impact. In addition, two of the businesses have open space that doesn't encumber municipal property. The remaining three would.

City Administration looked at this as there were concerns pertaining to their liquor licenses and insurance liability. In the past two weeks the Police Chief and Burns have looked into these issues further.

After further discussion, the City Council believed the City needed to do anything we can to help.

By general consensus, the Council agreed to allow Burns to continue to work with business owners as far as layouts, parking, agreements etc.

#### 7. BOARD/COMMISSION REPORTS.

No commented were reported.

#### 8. MANAGER'S REPORT.

- MDOT update regarding Act 51 monies was presented.
- Due to COVID 19 issues, the Mayor Exchange scheduled with Middleville has been postponed until next year.
- Received a Community Block Grant to repave Amity
- Received a \$200,000 grant from the Lowell Area Community Fund for the Showboat.
- Classification and Communication Study has been completed and will provide an update at the May 18, 2020 City Council meeting.
- Planning Commission will review two Special Land Use applications for marijuana facilities at its May 11, 2020 meeting.
- Water and Sewer rules will be presented at the next City Council meeting.

#### 9. APPOINTMENTS.

There were no changes at this time.

#### 10. COUNCIL COMMENS.

Councilmember Chambers requested permission to clean the area up near the Riverwalk that is a mess. DPW Director Dan Czarnecki stated he would also have the DPW employees help. Salzwedel stated he would help as well.

Councilmember Canfield encouraged everyone to wear their masks and stay safe.

Councilmember Yankovich offered his help to clean the area up near the Riverwalk if it can be done on a Sunday.

# 11. ADJOURNMENT.

Mike DeVore, Mayor

•	mber Salzwede	el, Councilmember	Yankovich, Councilmember Chambers
and Councilmember Canfield.	NO: None.	ABSENT: None.	MOTION CARRIED.
DATE:		APPROV	VED:

Sue Ullery, Lowell City Clerk

DB: Lowell

05/15/2020 01:45 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

Page: 1/4

POST DATES 05/01/2020 - 05/15/2020

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor	lor Name	AND PAID - CHECK TYPE: PAPER CHECK
Invoic		n Amoun
19G6-N	ON CAPITAL SERVICES HCD-DNNX TRIMMER LIN LYC-D7H6 WTP R & M	NE 85.9 96.2
TOTAL FOR: AMAZON C	APITAL SERVICES	182.1
00050 BERN 4/30/2	ARDS ACE HARDWARE	ATEMENT 205.2
TOTAL FOR: BERNARDS	ACE HARDWARE	205.2
10686 BETT 134631		KPLORER #838 R & M 34.9
TOTAL FOR: BETTEN B.		XPLORER #838 R & M 34.9
10822 BLD	ENVIRONMENTAL ENGINEE	CRING
-,, -	RONMENTAL ENGINEERING	PROJECT 40,363.3 40,363.3
L0532 BROW		40,363.3
10727	REIMBURSE -	- DUMPSTER 295.0
TOTAL FOR: BROWN, CA	SEY	295.0
01916 BS&A 128989		& DELINQ PERS PROP SUPPORT 530.0
TOTAL FOR: BS&A SOF	WARE	530.0
	T TO COAST SOLUTIONS 994 POLICE BARR	RICADE TAPE 70.4
TOTAL FOR: COAST TO	COAST SOLUTIONS	70.4
L0493 COMC 5/6 - 6	AST CABLE /5/2020 ACCOUNT STA	TEMENT 50.4
OTAL FOR: COMCAST (	ABLE	50.4
.0509 CONS	JMERS ENERGY ACCOUNT STA	TMENT 26.42
OTAL FOR: CONSUMERS	ENERGY	26.42
	S CLEANERS -14954-2 LPD DRY CLE.	ANING APRIL 208.30
OTAL FOR: CURTIS CI		208.30
1108 DES	OINES STAMP MFG. CO.	
1159250		R FRONT DESK 35.20
OTAL FOR: DES MOINE	S STAMP MFG. CO.	35.20
2035 DIGI 19010	AL OFFICE MACHINES, IN POLICE COPY	
OTAL FOR: DIGITAL O	FFICE MACHINES, INC.	22.79
	SUPPLY COMPANY 228.001 WATER DEPT I	R & M 4,024.20
OTAL FOR: ETNA SUPP	LY COMPANY	4,024.20
	SCHULTZ BURZYCH RHODE 529 COLLETIVE BA	ES PLC
	JLTZ BURZYCH RHODES PLO	7

DB: Lowell

05/15/2020 01:45 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

Page: 2/4

POST DATES 05/01/2020 - 05/15/2020

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name Invoice	Description	Amount
	OUTREACH MINISTRIES	
5/13/2020 5/6/2020	LOOK FUND - OUTDOOR SIGNAGE/SECURITY LCTV GRANT - EQUIP PURCHASE & FOOD PANTRY	6,604.00 5,000.00
TOTAL FOR: FLAT RIVER OUTRE		11,604.00
01508 GTW		,
215212	CYLINDER RENTAL DPW	33.84
TOTAL FOR: GTW		33.84
00234 HACH COMPAN	Y	
11900462	WTP SUPPLIES	39.05
TOTAL FOR: HACH COMPANY		39.05
REFUND UB HUIZINGA, CH		
05/14/2020	UB refund for account: 5-04284-6	3.27
TOTAL FOR: HUIZINGA, CHUCK		3.27
02463 HYDROCORP 0055982-IN	CROSS CONNECTION JANUARY 2020	937.00
0057041-IN	CROSS CONNECTION APRIL 2020	937.00
OTAL FOR: HYDROCORP		1,874.00
REFUND UB IRWIN, FRANK	<	
	UB refund for account: 3-04041-9	114.93
COTAL FOR: IRWIN, FRANK		114.93
01970 KCI 287137	ASSESSMENT NOTICES	450.00
COTAL FOR: KCI	ACCESSMENT NOTICES	450.00
	AMARIA TVG	430.00
)2209 KERKSTRA POF 156298	CREEKSIDE PORTABLE RESTROOM	145.00
156299	CEMETERY PORTABLE RESTROOM	90.00
OTAL FOR: KERKSTRA PORTABLE	E, INC.	235.00
1006 LOWELL ARTS	LOWY CDAME OFFICE UDDAMES	11 000 00
3/20/2020 OTAL FOR: LOWELL ARTS	LCTV GRANT - OFFICE UPDATES	11,000.00
		11,000.00
10330 LOWELL LEDGE 4/30/2020	R ACCOUNT STATEMENT	568.67
OTAL FOR: LOWELL LEDGER		568.67
0341 LOWELL LIGHT	& POWER	
3411	ACCESS POINT/ STREET LIGHTS	1,385.89
	ELELCTRIC STATEMENTS	17,037.64
OTAL FOR: LOWELL LIGHT & PO	DMFK	18,423.53
0424 MML WORKERS' 10243205	COMP FUND WORKERS COMP 7/1/20 - 7/1/21	6,124.00
OTAL FOR: MML WORKERS' COMI		6,124.00
0356 NELSON, ERIC		-, -2-1-00
,	REIMBURSEMENT FOR AIRPORT	79.80
OTAL FOR: NELSON, ERIC		79.80
2291 PEERLESS MID	WEST INC.	
502675*	WELL #4 OVERHAUL & CLEANING	29,528.66
OTAL FOR: PEERLESS MIDWEST	INC.	29,528.66

DB: Lowell

TOTAL FOR: VISA

05/15/2020 01:45 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

Page: 3/4

2,037.73

2,037.73

POST DATES 05/01/2020 - 05/15/2020

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name Invoice Description Amount 10762 PROFESSIONAL CODE INSPECTIONS OF MI 6324 INSPECTIONS APRIL 2020 173.70 TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI 173.70 02331 PROGRESSIVE HEATING COOLING, CORP. 2016360 LIBRARY PREVENTIVE MAINTENANCE 398-00 2016538 CITY HALL WATER LEAK 1,726.94 TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP. 2,124.94 10130 RASHID, JEFFREY 5/5/2020 APRIL ASSESSING EXPENSES 80.44 TOTAL FOR: RASHID, JEFFREY 80.44 10378 RUESINK, KATHIE 911036 CLEANING 4/26 - 5/3 240.00 911037 CLEANING 5/5 - 5/14/2020 330.00 TOTAL FOR: RUESINK, KATHIE 570.00 02383 SANISWEEP, INC. 98327 STREET SWEEPING 10,079.76 98328 SWEEPING OF M-21 1,754.97 TOTAL FOR: SANISWEEP, INC. 11,834.73 REFUND UB SCHULTE, NICOLE 05/14/2020 UB refund for account: 1-02001-5 105.76 TOTAL FOR: SCHULTE, NICOLE 105.76 SELF SERVE LUMBER 4/30/2020 ACCOUNT STATEMENT 232.21 TOTAL FOR: SELF SERVE LUMBER 232.21 10341 STATE OF MICHIGAN 551-561534 LIVE SCAN APRIL 2020 43.25 TOTAL FOR: STATE OF MICHIGAN 43.25 10583 SUEZ WATER ENVIRONMENTAL SVC INC 202039843 WWTP SERVICES MARCH 2020 SURCHARGES 523.99 TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC 523.99 02473 SUPERIOR ASPHALT, INC. 62528 STREET SUPPLIES 862.40 TOTAL FOR: SUPERIOR ASPHALT, INC. 862.40 TRANSUNION RISK AND ALTERNATIVE 181229-202004-1 POLICE - SALVAGE APRIL 204.00 TOTAL FOR: TRANSUNION RISK AND ALTERNATIVE 204.00 10069 TRUGREEN 4/27/2020 REC PARK LAWN SERVICE 133.02 TOTAL FOR: TRUGREEN 133.02 02203 VISA 4/27/2020 MERCANTILE VISA APRIL 2020

DB: Lowell

05/15/2020 01:45 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

POST DATES 05/01/2020 - 05/15/2020 BOTH JOURNALIZED AND UNJOURNALIZED

Vendor Code Vendor Name BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Invoice Description Amount 00692 WILLIAMS & WORKS INC. 207061 PLANNING SERVICES 4,109.01 90251 HOWARD, SUFFOLK, ELIZ, RIVERSIDE RESURFACING 1,561.91 90356 DIGESTER #3 COVER REPAIR 220.00 TOTAL FOR: WILLIAMS & WORKS INC. 5,890.92

TOTAL - ALL VENDORS

153,488.34

Page: 4/4

05/15/2020 01:45 PM

User: LORI DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 05/01/2020 - 05/15/2020

Page: 1/5

4,109.01

BOTH JOURNALIZED AND UNJOURNALIZED

				BOTH	OPEN	AND	PAID	
Invoice	Line	Desc	Vendor				Ir	ıv

GL Number	Invoice Line Desc	BOTH OPEN AND PA	AID Invoice Description	Amount	Check #
Fund 101 GENERA	L FUND				
Dept 000 101-000-123.000	PREPAID EXPENSES	MML WORKERS' COMP FUND	WORKERS COMP 7/1/20 - 7/1	6,124.00	74293
		Total For Dept 000		6,124.00	
Dept 101 COUNCI		·		0,124.00	
101-101-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA APRIL 202	(250.00)	74305
		Total For Dept 101 COUNCI		(250.00)	
Dept 172 MANAGE 101-172-801.000	R PROFESSIONAL SERVICES	BLDI ENVIRONMENTAL ENGINE	WARE ROAD PROJECT	40,363.32	74307
		Total For Dept 172 MANAGE		40,363.32	
Dept 209 ASSESS		VOT	10070000777		
101-209-900.000	PRINIING	KCI	ASSESSMENT NOTICES	450.00	74288
Dept 210 ATTORN	ΕY	Total For Dept 209 ASSESS		450.00	
	LABOR RELATIONS ATTORNEY	FAHEY SCHULTZ BURZYCH RHO	COLLETIVE BARGAINING	2,544.00	74281
		Total For Dept 210 ATTORN		2,544.00	
Dept 215 CLERK 101-215-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	568.67	74290
		Total For Dept 215 CLERK		568.67	
Dept 253 TREASUL 101-253-955.000	RER MISCELLANEOUS EXPENSE	VISA	MERCANTILE VISA APRIL 202	18.23	74305
		Total For Dept 253 TREASU		18,23	71303
Dept 265 CITY HA		DES MOINES STAMP MFG. CO.	INK DADS EOD EDONT DESK	35.20	74278
101-265-727.000		VISA	MERCANTILE VISA APRIL 202	29.07	74305
101-265-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	19.94	74299
101-265-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA APRIL 202	1,923.34	74305
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING 4/26 - 5/3	240.00	74267
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING 5/5 - 5/14/2020	330.00	74309
101-265-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ STREET LIGH	474.88	74291
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	2,247.84	74292
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	CITY HALL WATER LEAK	1,726.94	74308
		Total For Dept 265 CITY H		7,027.21	
Dept 276 CEMETEF 101-276-740.000	RY OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	38.52	74270
101-276-802.000		KERKSTRA PORTABLE, INC.	CEMETERY PORTABLE RESTROO	90.00	74289
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	134.56	74292
101-276-930.000	REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	TRIMMER LINE	85.98	74269
		Total For Dept 276 CEMETE		349.06	
Dept 301 POLICE	DEPARTMENT REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCAN APRIL 2020	43.25	74300
	OPERATING SUPPLIES	COAST TO COAST SOLUTIONS		70.49	74274
101-301-744.000			LPD DRY CLEANING APRIL	208.30	74274
101-301-850.000			ACCESS POINT/ STREET LIGH	92.53	74291
101-301-955.000		VISA	MERCANTILE VISA APRIL 202	35.60	74305
101-301-960.000	SALVAGE EXPENSES	TRANSUNION RISK AND ALTER		204.00	74303
		Total For Dept 301 POLICE		654.17	
Dept 400 PLANNIN 101-400-801.000		WILLIAMS & WORKS INC.	PLANNING SERVICES	335.01	74306
		WILLIAMS & WORKS INC.	PLANNING SERVICES	315.00	74306
101-400-801.000		WILLIAMS & WORKS INC.	PLANNING SERVICES	291.00	74306
101-400-801.000		WILLIAMS & WORKS INC.	PLANNING SERVICES	665.00	74306
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	1,012.00	74306
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING SERVICES	1,491.00	74306

Total For Dept 400 PLANNI

05/15/2020 01:45 PM INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 05/01/2020 - 05/15/2020 BOTH JOURNALIZED AND UNJOURNALIZED

Page: 2/5

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check						
	GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

	7 51140 1	invoice bescription	Allount	CHeck #
Fund 101 GENERAL FUND				
Dept 426 EMERGENCY MANAGEMENT 101-426-740.000 OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	140 50	74070
101-426-740.000 OPERATING SUPPLIES	RASHID, JEFFREY	APRIL ASSESSING EXPENSES	148.59 80.44	74270 74296
101-426-740.000 OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	2.79	74299
101-426-740.000 OPERATING SUPPLIES	VISA	MERCANTILE VISA APRIL 202	244.94	74305
	Total For Dept 426 EMERG	F.	476.76	
Dept 441 DEPARTMENT OF PUBLIC WORKS	•		470.70	
101-441-727.000 OFFICE SUPPLIES	VISA	MERCANTILE VISA APRIL 202	20.66	74305
101-441-850.000 COMMUNICATIONS 101-441-850.000 COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	50.41	74275
101-441-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER LOWELL LIGHT & POWER	ACCESS POINT/ STREET LIGH	27.21	74291
101-441-926.000 STREET LIGHTING	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	268.49	74292
101-441-926.000 STREET LIGHTING	LOWELL LIGHT & POWER	ACCESS POINT/ STREET LIGH ELELCTRIC STATEMENTS	419.00	74291
The state of the s			1,095.43	74292
Dept 747 CHAMBER/RIVERWALK	Total For Dept 441 DEPAR	Т	1,881.20	
101-747-920.000 CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	175.63	74292
	Total For Dept 747 CHAMB	Ε	175.63	
Dept 751 PARKS 101-751-802.000 CONTRACTUAL	KERKSTRA PORTABLE, INC.	CREEKSIDE PORTABLE RESTRO	145.00	74289
101-751-802.000 CONTRACTUAL	TRUGREEN	REC PARK LAWN SERVICE	133.02	74304
101-751-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	499.27	74292
101-751-930.000 REPAIR & MAINTENANCE	SELF SERVE LUMBER	ACCOUNT STATEMENT	188.86	74299
	Total For Dept 751 PARKS		966.15	
Dept 757 SHOWBOAT 101-757-920.000 SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	47.86	74292
	Total For Dept 757 SHOWBO	)	47.86	
Dept 790 LIBRARY 101-790-802.000 CONTRACTUAL	DDOCDESSIVE DEATING COOL	I LIBRARY PREVENTIVE MAINTE	200.00	74200
101-790-850.000 COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ STREET LIGH	398.00	74308
101-790-920.000 PUBLIC UTILITIES		ELELCTRIC STATEMENTS	127.14 1,132.71	74291 74292
	Total For Dept 790 LIBRAR			74232
Dept 804 MUSEUM		· ·	1,657.85	
101-804-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	173.97	74292
	Total For Dept 804 MUSEUM	1	173.97	
Fund 202 MAJOR STREET FUND	Total For Fund 101 GENER	A	67,337.09	
Dept 450 CAPITAL OUTLAY 202-450-970.000 CAPITAL OUTLAY	WILLIAMS & WORKS INC.	HOWARD, SUFFOLK, ELIZ, RIVER	1,015.24	74306
	Total For Dept 450 CAPITA		1,015.24	
Dept 463 MAINTENANCE	-			
202-463-740.000 OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	431.20	74302
202-463-802.000 CONTRACTUAL 202-463-802.000 CONTRACTUAL	SANISWEEP, INC.	STREET SWEEPING	5,039.88	74297
202-463-602.000 CONTRACTOAL	SANISWEEP, INC.	SWEEPING OF M-21	1,754.97	74297
	Total For Dept 463 MAINTE		7,226.05	
Fund 203 LOCAL STREET FUND	Total For Fund 202 MAJOR		8,241.29	
Dept 450 CAPITAL OUTLAY 203-450-970.000 CAPITAL OUTLAY	WILLIAMS & WORKS INC.	HOWARD, SUFFOLK, ELIZ, RIVER	546.67	74306
	Total For Dept 450 CAPITA		546.67	
Dept 463 MAINTENANCE				
203-463-740.000 OPERATING SUPPLIES		STREET SUPPLIES	431.20	74302
203-463-802.000 CONTRACTUAL	SANISWEEP, INC.	STREET SWEEPING	5,039.88	74297
	Total For Dept 463 MAINTE		5,471.08	

05/15/2020 01:45 PM User: LORI

DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 05/01/2020 - 05/15/2020 BOTH JOURNALIZED AND UNJOURNALIZED

Page: 3/5

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
-----------	-------------------	--------	---------------------	--------	---------

Fund 203 LOCAL STREET FUND	Total For Fund 203 LOCAL		6,017.75	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY Dept 463 MAINTENANCE 248-463-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	492.68	74202
2.0 100 220,000 102220 011211120				74292
	Total For Dept 463 MAINT	E	492.68	
Fund 249 BUILDING INSPECTION FUND	Total For Fund 248 DOWNT	0	492.68	
Dept 371 BUILDING INSPECTION FUND 249-371-802.000 CONTRACTUAL	PROFESSIONAL CODE INSPEC	T INSPECTIONS APRIL 2020	173.70	74295
	Total For Dept 371 BUILD	I	173.70	
	Total For Fund 249 BUILD	Т	173.70	
Fund 581 AIRPORT FUND	rotar for rand gib borns	_	175.70	
Dept 000 581-000-740.000 OPERATING SUPPLIES	BROWN, CASEY	REIMBURSE - DUMPSTER	295.00	74272
581-000-740.000 OPERATING SUPPLIES	NELSON, ERIC	REIMBURSEMENT FOR AIRPORT	79.80	74294
581-000-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATMENT	26.42	74276
	Total For Dept 000		401.22	
	Total For Fund 581 AIRPO	R	401.22	
Fund 590 WASTEWATER FUND Dept 000				
590-000-043.000 DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ACCESS POINT/ STREET LIGH	154.35	74291
590-000-043.000 DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	5,312.11	74292
590-000-276.000 Sewer Inside 5/8"	HUIZINGA, CHUCK	UB refund for account: 5-	1.64	74285
590-000-276.000 Sewer	SCHULTE, NICOLE	UB refund for account: 1-	56.07	74298
Dank 550 MDDRAMATINA	Total For Dept 000		5,524.17	
Dept 550 TREATMENT 590-550-801.000 PROFESSIONAL SERVICES	SUEZ WATER ENVIRONMENTAL	WWTP SERVICES MARCH 2020	523.99	74301
	Total For Dept 550 TREATM	M.	523.99	
Dept 553 ADMINISTRATION 590-553-801.000 PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	DIGESTER #3 COVER REPAIR	220.00	74306
	Total For Dept 553 ADMIN	I	220.00	
	Total For Fund 590 WASTEW	√v	6,268.16	
Fund 591 WATER FUND Dept 000				
591-000-276.000 Water Inside 5/8"	HUIZINGA, CHUCK	UB refund for account: 5-	1.63	74285
591-000-276.000 Water	IRWIN, FRANK	UB refund for account: 3-	114.93	74287
591-000-276.000 Water	SCHULTE, NICOLE	UB refund for account: 1-	49.69	74298
	Total For Dept 000		166.25	
Dept 570 TREATMENT 591-570-740.000 OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATEMENT	18.17	74270
591-570-740.000 OPERATING SUPPLIES	HACH COMPANY	WTP SUPPLIES	39.05	74284
591-570-740.000 OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	20.62	74299
591-570-850.000 COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ STREET LIGH	90.78	74291
591-570-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	4,447.16	74292
591-570-930.000 REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES	WTP R & M	96.20	74269
591-570-970.000 CAPITAL OUTLAY	PEERLESS MIDWEST INC.	WELL #4 OVERHAUL & CLEANI	29,528.66	74268
	Total For Dept 570 TREATM	1	34,240.64	
Dept 571 DISTRIBUTION 591-571-801.000 CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION JANUARY	937.00	74286
591-571-801.000 CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION APRIL 20	937.00	74286
591-571-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELELCTRIC STATEMENTS	1,009.93	74292
591-571-930.000 REPAIR & MAINTENANCE	ETNA SUPPLY COMPANY	WATER DEPT R & M	4,024.20	74280
	Total For Dept 571 DISTRI		6,908.13	

05/15/2020 01:45 PM

User: LORI

DB: Lowell

GL Number

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 05/01/2020 - 05/15/2020

Page:

6,604.00

4/5

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Invoice Line Desc Vendor Invoice Description

Amount Check # Fund 591 WATER FUND Total For Fund 591 WATER 41,315.02 Fund 598 CABLE TV FUND Dept 000 598-000-970.000 CAPITAL OUTLAY LOWELL ARTS LCTV GRANT - OFFICE UPDAT 11,000.00 74266 598-000-970.000 CAPITAL OUTLAY FLAT RIVER OUTREACH MINIS LCTV GRANT - EQUIP PURCHA 5,000.00 74282 Total For Dept 000 16,000.00 Total For Fund 598 CABLE 16,000.00 Fund 636 DATA PROCESSING FUND Dept 000 636-000-740.000 OPERATING SUPPLIES VISA MERCANTILE VISA APRIL 202 15.89 74305 636-000-802.000 CONTRACTUAL BS&A SOFTWARE TIMESHEETS & DELINO PERS 530.00 74273 636-000-802.000 CONTRACTUAL DIGITAL OFFICE MACHINES, POLICE COPY MACHINE 74279 22.79 Total For Dept 000 568.68 Total For Fund 636 DATA P 568.68 Fund 661 EQUIPMENT FUND Dept 895 FLEET MAINT. & REPLACEMENT 661-895-930.000 REPAIR & MAINTENANCE BETTEN BAKER LPD 2015 EXPLORER #838 R 34.91 74271 661-895-930.000 REPAIR & MAINTENANCE GTW CYLINDER RENTAL DPW 33.84 74283 Total For Dept 895 FLEET 68.75 Total For Fund 661 EQUIPM 68.75 Fund 715 LOOK FUND Dept 000 715-000-880.000 COMMUNITY PROMOTION FLAT RIVER OUTREACH MINIS LOOK FUND - OUTDOOR SIGNA 6,604.00 1419 Total For Dept 000 6,604.00

Total For Fund 715 LOOK F

05/15/2020 01:45 PM User: LORI INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 05/01/2020 - 05/15/2020

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number

DB: Lowell

Invoice Line Desc

Vendor

Invoice Description

Amount Check #

Page: 5/5

Fund Totals:

Fund	101	GENERAL FUND	67,337.09
Fund	202	MAJOR STREET FUN	8,241.29
Fund	203	LOCAL STREET FUN	6,017.75
Fund	248	DOWNTOWN DEVELOP	492.68
Fund	249	BUILDING INSPECT	173.70
Fund	581	AIRPORT FUND	401.22
Fund	590	WASTEWATER FUND	6,268.16
Fund	591	WATER FUND	41,315.02
Fund	598	CABLE TV FUND	16,000.00
Fund	636	DATA PROCESSING	568.68
Fund	661	EQUIPMENT FUND	68.75
Fund	715	LOOK FUND	6,604.00

153,488.34

#### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 14, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager

RE: Classification and Compensation Study

The City of Lowell partnered with the Michigan Municipal League to review and revise job descriptions for a number of position held in the City. In addition, we performed a compensation study to determine whether our positions are in line with our market. Obviously, this all happened before COVID 19 impacted our revenue stream.

Marcia Cornell and Mandy Reed will be presenting the findings. The last time job descriptions were updated was in 2001 and this will better align the needs for our community. For the most part, our compensation and benefits were in line with the market but there were some positions that were below it.

No action is expected to be taken on this matter.

# CLASSIFICATION & COMPENSATION STUDY

April 2020

# Prepared by: The Michigan Municipal League

1675 Green Road Ann Arbor, MI 48105

#### Contact:

Mandy M. Reed, PHR Manager, Human Resources mreed@mml.org 734.669.6361



# **TABLE OF CONTENTS**

Executive Summary
Classification & Job Evaluation5 Table 2: Point Factor Job Evaluation Results
Compensation & Market Comparability
Classification & Compensation Structure
Appendix A: Market Survey Data – Pay
Appendix B: Market Survey Data – Benefits
Appendix C: Point Factor Job Evaluation

#### **EXECUTIVE SUMMARY**

#### Project Description & Methodology

The City of Lowell enlisted the assistance of the Michigan Municipal League to conduct a classification and compensation study, including a detailed market survey of pay and benefits. Undertaking this project will help the City recruit and retain highly qualified and competent staff within an internally equitable and market competitive system.

At the onset of the project, current job descriptions, pay plans, benefits information, and other related materials were collected and reviewed. The City identified the positions to include in the scope of this project, which included the 12 positions listed below.

- 1. City Clerk
- 2. Deputy City Clerk
- 3. City Treasurer
- 4. Deputy Treasurer
- 5. Receptionist
- 6. Equipment Operator / Maintenance Worker
- 7. Oakwood Cemetery Sexton / Downtown Facilities Maintenance
- 8. Parks and Streets Supervisor
- 9. Utilities Supervisor
- 10. Maintenance Worker
- 11. Water Plant Superintendent
- 12. Water Treatment Plant Operator

All 12 positions underwent a thorough review of job analysis, were included in the market study, had point factor job evaluation performed to establish an internally equitable pay system, and had updated job descriptions prepared.

To begin the project, an on-site meeting was held with the City Manager and Director of Public Works to review project methodology and discuss the comparable communities to be used in the market study. During the same visit, an orientation session was conducted for City employees to review the project methodology and distribute Job Analysis Questionnaires. On-site meetings were then held with employees during separate visits that occurred over a two-day span to gather more detailed information on positional duties and requirements.

The job analysis process ensured apples-to-apples comparisons in the market survey and served as the basis to perform a review of each position, update job descriptions, and create the internal point factor job evaluation. Point factor job evaluation provides an objective approach to comparing positions internally based on a variety of critical factors and helps determine grade placement within the overall compensation structure.

The customized market survey was sent to the selected comparable communities and included a summary of primary job functions for each position, as well as asked respondents to provide not only pay information, but feedback on how the positions within their organization were similar or different. This level of detail promotes the most accurate positional level match and provides a basis for determining the appropriateness of comparisons. We further validated the survey data against the League's statewide database of municipal salaries.

Table 1 below provides details on the 15 employers that were surveyed. Eight comparables responded to our survey request which is impressive given how extensive the survey was. Many attempts were made to encourage participation from those who didn't respond; however, we were unable to obtain the requested data. While Eaton Rapids, Imlay City, Sparta, and Wayland didn't respond to our customized survey, they did participate in the League's 2019/20 Wage & Salary Survey, so we incorporated data from here as appropriate.

Table 1: Employers Surveyed

	POTENTI	AL COMPARAB					
			Sq.	FT	20	18 (in millions)	
Community	County	Population	Miles	EE's	Taxable Value	Revenues	Expenses
Allegan	Allegan	4,998	5.50	38	\$127.96	\$14.59	\$14.20
Belding	lonia	5,757	4.80	36	\$89.50	\$8.57	\$7.59
Belleville	Wayne	3,991	2.00	17	\$95.17	\$5.09	\$4.41
Cedar Springs	Kent	3,509	2.10	10	\$76.41	\$4.40	\$3.93
Coopersville	Ottawa	4,275	4.75	20	\$112.65	\$10.34	\$8.46
DeWitt	Clinton	4,507	2.70	17	\$159.60	\$5.01	\$4.76
Eaton Rapids	Eaton	5,214	2.80	35	\$112.62	\$17.82	\$16.68
Fremont	Newaygo	4,081	4.50	28	\$139.46	\$7.86	\$7.09
mlay City	Lapeer	3,597	2.70	19	\$97.04	\$6.66	\$6.81
Mount Morris	Genesee	3,086	1.00	10	\$28.26	\$4.26	\$3.70
ortland	Ionia	3,883	2.65	31	\$118.35	\$12.52	\$13.15
Rockford	Kent	5,719	4.00	35	\$231.53	\$11.50	\$9.37
Roosevelt Park	Muskegon	3,831	1.00	12	\$102.22	\$5.21	\$5.07
Sparta (village)	Kent	4,140	1.90	16	\$116.76	\$5.91	\$5.82
Vayland	Allegan	4,079	3.00	23	\$106.67	\$5.19	\$5.02
verage		4,311	3.03	23	\$114.28	\$8.33	\$7.74
.owell	Kent	3,783	3.00	36	\$119.97	\$15.33	\$15.08

Sources: MML membership database, micommunityfinancials.michigan.gov, State of MI Treasury.

As seen in Table 1, a balanced group of communities was analyzed for this project. In considering a labor market, geography is quite important as are size of organization and organizational structures, along with other factors. The focus of our market analysis was to identify positions in other organizations with a similar scope of responsibilities, requiring similar levels of knowledge, skill, and expertise.

It should be noted that each organization surveyed in this study is unique, with different organizational structures and in some cases, alternative allocation of duties among employees. Further, not every comparable employer delivers the exact mix of services found in the City of Lowell. For example, there are some positions included in this project that were somewhat unique to the City of Lowell likely due to the size of the comparable employers (i.e. Deputy City Clerk and Deputy Treasurer) and, therefore, we were not able to collect much data from the comparable market. Under circumstances with little or no data to refer to, we must heavily rely on the point factor job evaluation process to determine appropriate placement in the recommended compensation structure and evaluate current salaries against the recommended ranges.

There are no "perfect matches" in terms of organization or position; the one constant is that all public employers ask employees to "wear many hats," do more with less, and take on greater responsibility. Even with variations in operations and positional duties, we are confident the survey results represent fair, objective, and reasonable comparisons to the market.

This report provides detailed analysis of the market data and specific recommendations for pay system design and administration. In all cases, our recommendations are just that; City officials are ultimately responsible for determining the best course of action for their organization. Our intent is to provide this research, various scenarios, and differing implementation options to facilitate the decision-making process.

#### **Key Findings**

#### Classification

The job analysis process allowed us to gather in-depth information on each position, including job requirements and the knowledge, skills, and abilities needed to perform each job successfully. This process supported the development of updated job descriptions, which were provided to the City Manager for review and distribution.

Job analysis also supported the point factor job evaluation process, which can be found in Appendix C with a summary starting on page 5.

Based on the job analysis process, consideration might also be given to modify the current job titles of Receptionist and Maintenance Worker. Based on our understanding of the Receptionist role, along with data returned from the comparable market, a title of Administrative Assistant better reflects the duties of this position. This is noted within the updated job description and throughout this report.

Similarly, our understanding of the Maintenance Worker role, along with data returned from the comparable market, a title of Utility Operator better reflects the duties of this position. This is also noted within the updated job description and throughout this report.

#### Compensation

For those positions with established pay ranges, the City of Lowell's pay levels taken in total are 1% below the market range minimum, 4% below the market midpoint, and 6% below the market range maximum. This suggests that the City is almost in line with the market with respect to base wages at the start of an employee's tenure, but becomes less generous over time.

To include those positions that currently do not have established pay ranges, we can compare their current salary to the market minimum, midpoint, or maximum depending on the position incumbent's years of service. In doing so, Lowell's pay levels, taken in total for all positions, are 3% above the market minimum, 4% below the market midpoint, and 5% below the market maximum.

- ⇒ While there are variations among individual positions, it is important to keep in mind that being above or below market does not necessarily mean that someone is "overpaid" or "underpaid", but rather shows the overall comparability to the market.
- ⇒ Most non-union public sector pay ranges are around 30% wide. For those positions with established pay ranges, the current range width in Lowell is 21%. The recommended pay ranges developed within this report reflect ranges that are 30% wide.
- ⇒ There is one "green-circled" employee, meaning that the current pay level is below the recommended range minimum.
- ⇒ There are no "red-circled" employees, meaning that all current pay levels are at or below the recommended range maximum.

Detailed market data on each position is available in Appendix A, with the recommended pay structure presented on page 14 of this report.

#### **Benefits**

In addition to pay, the customized survey included scope of benefits offered in the market to provide a more complete picture of comparability of the overall compensation program within the City of Lowell.

Taken in total, Lowell's benefits are within a similar range of the surveyed market for many benefits and are more generous in terms of offering a defined benefit retirement program and retiree healthcare coverage. However, the City is less generous with discretionary time off for its non-union employees. Overall, there are other variations to market as described in a later section of this report.

It should be noted that, on a statewide level, we are seeing public employers slowly shifting from traditionally rich, high cost benefit programs to more progressive programs that shift some responsibility to the employee, allowing the employer to have more control over current and future costs.

Detailed benefits data can be found in Appendix B, with a qualitative analysis presented on page 9 of this report.

#### **CLASSIFICATION & JOB EVALUATION**

As discussed within the methodology section, the process of identifying job duties, positional responsibilities and minimum job requirements is called "job analysis." To perform an effective job analysis, employees were asked to complete a questionnaire relating to job duties, positional responsibilities, minimum requirements, and other criteria of their position. These questionnaires, along with existing job descriptions, provided the basis for personal interviews wherein additional detail and insight about each job was obtained.

Once positions are thoroughly analyzed, "job evaluation" is performed. This is a process that rates, or evaluates, each position against specific, job related criteria contained within a customized point factor plan. The complete point factor plan is included in Appendix C, and can be summarized as follows:

#### Factor 1: Education & Relevant Experience

This factor rates the minimum qualifications of a position as determined by the level of education required to be adequately prepared for the duties and responsibilities of the position and the minimum number of years of relevant experience necessary to adequately perform the job. The factor plan provides for additional points for special licensing, certification, and other requirements beyond education and experience.

#### Factor 2: Judgment & Independence of Action

This factor rates the level of judgment and independence of action exercised in determining proper courses of action on the job. In evaluating a position against this factor, the extent to which policies, procedures, rules and so forth guide and restrict judgment and independence of the position is considered, as well as whether peers and/or supervisors are available for collaboration in decision making. Lastly, the degree to which the employee is empowered to use discretion and how work and authority is "checked," is measured within this factor; for example, whether work is checked through a formal check/balance system or on an exception basis only.

#### Factor 3: Internal & External Relations

This factor examines the types and frequency of internal and external contacts a position encounters, and the communication skills needed to successfully handle these contacts. The highest level, or most complicated form of communication skill required of a position is determined, then the frequency is measured. For example, responding to questions and explaining procedures versus negotiating contracts or resolving disputes in a formal setting are varying levels of communication. Some employees may engage in many levels with varying frequency. The highest level is rated and the frequency of that level is applied.

#### Factor 4: Supervisory or Managerial Responsibility

This factor reflects the supervision exercised and management or leadership role assigned to a position. Both the level of authority exercised and the span of control as determined by the size of the supervisor's staff are measured. Roles range from occasional leader to formal supervisor (with the authority to hire, discipline, and discharge employees.) The number of employees is determined by counting full and part-time staff as well as seasonal or volunteer staff, though these different types of staff are weighted differently.

#### Factor 5: Job Complexity & Analytic Demands

This factor measures the degree of complexity which is characteristic of a position's duties and responsibilities. Complexity is defined as the level of "thinking process" or analytic ability required of a position. Included in the analysis for this factor are issues like whether processes and work tasks are redundant, how much problem solving is required of the job, whether the employee makes choices from an established set of options or must originate new policy or procedure and whether the position has strategic planning responsibility for operational areas.

### Factor 6: Responsibility for the Safety and Convenience of Others

This factor is concerned with the impact the position's duties have on the safety of others. In considering the potential impact of a position, *probable* errors that may occur in the regular course of performing a job are considered rather than the most extreme consequences. Similar to other factors, the highest, but still probable, consequence of error is measured along with the frequency with which the opportunity for error presents itself.

#### Factor 7: Technology & Equipment Use

This factor measures the level of knowledge and expertise required in a position with respect to utilizing, developing, fabricating, and implementing various technology or equipment. Ratings include basic, intermediate, and complex use levels. The highest levels are attributed to positions with development, programming, and other advanced applications along with research, development, and implementation of systems.

#### Factor 8: Impact on Programs, Services, and Operations

This factor measures the impact a position has on programs, services, or operations of various units of the organization. Impact includes effects on organizational efficiency, effectiveness, financial implications, public perception, and other tangible and intangible resources. Whether positions impact multiple "service areas" within an operating unit or other departments across the organization is considered.

#### Factor 9: Intensity & Demand for Concentration

This factor measures the frequency of three environmental components: mental concentration, focus, and intensity. Mental concentration captures the extent to which an employee works on high-detail tasks such as data entry; focus captures the extent to which a position is subjected to distracting influences; and intensity captures the extent to which a position must regularly meet deadlines and alter priorities.

#### Factor 10: Work Environment

This factor measures the degree and frequency with which a position is subjected to unpleasant or adverse working conditions as a function of the job, and the type and frequency of physical demands placed on a position. Office "climate control" issues are *not* considered an unpleasant or adverse condition, nor are standard requirements for lifting and/or moving light weight items in a normal office setting considered a physical demand. Rather, this factor accounts for positions that are required to work in the field under hazardous conditions or regularly encounter life-threatening situations. As well, the physical exertion required of a position is measured within this factor, both in terms of level and frequency.

Each of these point factors has an associated numeric point matrix that is used to rate each position. It is important to note that this is an evaluation of the job content and requirements of the position; it is not an assessment of the individual currently holding the position, nor is it a performance evaluation. Using this method, very different positions across the organization are assessed on an "even playing field" and internal equity is achieved.

The total points then serve as a guide for determining grade placement. Two very different positions can have similar point totals, indicating that grouping within the same pay grade is appropriate. Table 2 contains the point factoring results.

Table 2: Point Factor Job Evaluation Results

Position	POINT TOTAL
Receptionist *	1,662
Deputy City Clerk	1,759
Deputy Treasurer	1,790
Maintenance Worker **	1,908
Equipment Operator / Maintenance Worker	1,931
Water Treatment Plant Operator	1,935
Oakwood Cemetery Sexton / Downtown Facilities Maintenance	1,958
City Clerk	2,295
Parks and Streets Supervisor	2,380
Utilities Supervisor	2,510
Treasurer	2,510
Water Plant Superintendent	2,557

<sup>\*</sup> Recommended title change to Administrative Assistant

<sup>\*\*</sup> Recommended title change to Utility Operator

# **COMPENSATION & MARKET COMPARABILITY**

To determine appropriate pay rates, we utilized a customized market survey to gather information on what the competitive labor market pays for similar positions. To enhance the survey's reliability, our survey document included positional summaries of each position, rather than simply matching job title to job title. Therefore, respondents were able to report pay based on job content rather than job title alone.

The customized survey also gathered information on how positions are similar or different in other organizations to aide in making "apples-to-apples" comparisons with regard to pay data. The survey tool collected information on pay ranges and current actual salaries in the event no range was available.

It should be noted again that each organization surveyed in this study is unique, with different organizational structures and in some cases, alternative allocation of duties among employees. Further, not every comparable employer delivers the exact mix of services found in the City of Lowell. The focus of our market analysis was to identify positions in other organizations with a similar scope of responsibilities, requiring similar levels of knowledge, skill, and expertise.

In addition to the customized salary survey sent to the identified comparable employers, we also included data from the League's statewide database of municipal salaries to further validate the survey. In some instances where there was little market data available from the comparable communities, data analysis was done using information obtained from the statewide database.

Table 3 on the following page provides a summary of the market survey results and shows how each position studied compares. Again, because the City of Lowell doesn't currently have pay ranges in place for all positions, we compared current pay levels for those positions to either the market minimum, midpoint, or maximum based on the incumbent's years of service.

In reviewing the data in Table 3 on the following page, the compa-ratios shown on the right is a simple ratio of the City's pay rate divided by the market average for minimum, midpoint, or maximum pay rates. So, the midpoint average compa-ratio of 96% can be read as "the City of Lowell's midpoint pay levels, taken in total, are 4% below the market."

Table 3: Market Data Summary

	Lowell			Market Average				Compa-Ratio			
Current Title	Min	Mid	Max	Actual	Min	Mid	Max	Actual	Min	Mid	Max
City Clerk	n/a	n/a	n/a	59,884	48,872	55,296	61,720	59,769	n/a	n/a	97%
Deputy City Clerk *	n/a	n/a	n/a	44,387	34,894	40,120	45,346	39,850	127%	n/a	n/a
Treasurer	n/a	n/a	n/a	72,338	57,007	65,591	74,175	75,562	n/a	n/a	98%
Deputy Treasurer *	n/a	n/a	n/a	47,153	37,470	42,582	47,694	43,600	n/a	n/a	99%
Receptionist * / **	n/a	n/a	n/a	37,794	31,976	35,783	39,590	38,489	n/a	n/a	95%
Equipment Operator / Maintenance Worker	38,875	42,994	47,112	47,112	37,394	43,487	49,580	50,195	104%	99%	95%
Oakwood Cemetery Sexton / Downtown Facilities Maintenance	38,875	42,994	47,112	n/a	38,089	43,899	49,708	58,072	102%	98%	95%
Parks and Streets Supervisor *	46,550	51,553	56,555	56,555	54,399	61,742	69.085	62.594	86%	83%	82%
Utilities Supervisor	61,235	67,881	74,526	74,526	59,768	67,517	75.266	71,240	102%	101%	99%
Maintenance Worker ***	38,875	42,994	47,112	38,875	37,270	42,978	50.888	54.087	104%	100%	93%
Water Plant Superintendent *	61,235	67,881	74,526	74,526	61,219	70,041	78,862	70,745	100%	97%	95%
Water Treatment Plant Operator	42,536	47,070	51,605	51,605	44,061	48,409	52,756	56,897	97%	97%	98%
							AVER	AGE ALL	103%	96%	95%

<sup>\*</sup> insufficient data obtained from customized survey; range and actual pay data reported above reflects the 2019/20 MML Wage & Salary Survey.

In reviewing the individual position results, keep in mind that being above or below market does not necessarily mean someone is "overpaid" or "underpaid." Rather, this is a simple way to gauge overall comparability to market. Most public sector pay ranges are around 30% wide, so a likely range minimum would be 15% lower than the midpoint and maximums 15% above. As such, market comparisons with comp-ratios of 85% to 115% are considered within normal limits.

Detailed market data on each position is available in Appendix A.

#### BENEFITS ANALYSIS

Benefits are a critical component in a total compensation package. As such, the study included a benefits survey to provide Lowell with a full picture of the comparability of the City's overall compensation system.

Taken in total, Lowell's benefits are within a similar range of the surveyed market for many benefits and are more generous in the offering of a defined benefit pension plan and retiree healthcare coverage. However, the City is a little less generous with vacation accruals for non-union employees. Overall, there are other variations to market in some areas as described on the following pages with detailed benefits data found in Appendix B.

<sup>\*\*</sup> Recommend title change to Administrative Assistant

<sup>\*\*\*</sup> Recommend title change to Utility Operator

#### Paid Time Off

- The surveyed market shows an average of 11 paid holidays, the same amount as provided in Lowell.
- Six of the eight survey respondents indicate using separate leave banks for vacation, sick, and personal time, as does Lowell. Of those using separate banks, the market averages for vacation time are:

Years of Service	Market Average	Lowell
1 Year	8 days	5 days
5 Years	13 days	10 days
10 Years	17 days	15 days
15 Years	20 days	20 days
20 Years	22 days	20 days – non-union 25 days – DPW union

In terms of maximum accruals, the City of Lowell is less generous to the market by 2 vacation days for non-union employees.

Two survey respondents offer a combined paid time off (PTO) system where there is more discretion in how an employee can use their accrued leave time. The trade-off is fewer total days for more flexibility. Combined PTO is a progressive approach to paid time off and is one technique for controlling banked time off and corresponding cashouts at separation, while providing employees with sufficient flexibility to balance work/family demands.

The City provides 12 annual sick days, same as the market average with separate sick banks.

Of the six respondents with separate sick banks, five allow sick time to be paid upon separation using varying formulas. One respondent pays 75% of the balance if employed 30 years or more. One respondent pays 25% of the balance upon separation, while three respondents pay 50% of the balance upon separation. One respondent doesn't pay out sick time at separation but rather pays out 50% of the unused balance annually. Lowell does not provide payout of sick leave upon separation.

- The City provides three personal days annually, which is the same as the market average of those responding to the survey.
- In terms of market comparability to discretionary time off (vacation and personal days), the City is less generous than the market by two days (vacation days) for its non-union staff. This is equivalent to .8% of pay.
- Of the eight responding communities, four provide longevity pay with maximum payment of 3%, 8%, \$250, and \$1,200. Lowell also offers longevity pay with a maximum payment of \$650.

#### Insurance and Miscellaneous Benefits

- All but two respondents require some form of employee contribution to insurance premiums. These contributions range from 0% to 20% of the total premium or are determined based on the annual hard-cap amount. Lowell does not require employees to contribute to the premium cost of its high deductible health plan.
- Office visit co-pays and prescription co-pays range widely. Lowell's health plan requires the employee to pay a 10% coinsurance for office visits after their annual deductible (\$1,400/employee or \$2,800/family) is met. Lowell's prescription co-pays range from \$5 to \$60 (generic/name brand) after deductible is met.
- All respondents except one provide some form of payment in lieu of health insurance. These payments range \$230 to half of cost the employer would pay to provide insurance to the employee had they enrolled in the plan. Lowell provides \$400 in lieu of enrollment in their health plan.
- Three respondents have a high deductible health plan (HDHP), with deductibles ranging from \$1,350/\$2,700 to \$3,500/\$7,000. All three employers with high deductible health plans offer some form of a health savings account with contributions made by the employer. These employers also require contributions from employees toward the cost of insurance premiums.
  - Lowell's insurance plan has a deductible of \$1,400/\$2,800 but the City does not contribute to the health savings account on behalf of their employees. However, this is offset by not requiring employees to contribute to the cost of insurance premiums.
- Five respondents offer employer-paid dental insurance, with three respondents offering employer-paid vision insurance. Lowell provides both dental and vision coverage.
- All eight respondents provide life insurance with the benefit level ranging from \$15,000 to one time an employee's salary. Lowell offers \$50,000 of life insurance to its employees.
- Six of the eight respondents indicated that short-term disability, long-term disability, or both are provided. Lowell offers both short- and long-term disability insurance to their employees.

#### Retirement Benefits

- Four of the surveyed respondents provide a defined benefit program for their non-union employees, with two requiring a contribution by the employee. Four respondents provide a hybrid plan which is a plan funded by a combination of employer and employee contributions. Lowell offers a defined benefit retirement program (MERS B2).
- It should be noted that many public employers are shifting away from a traditional defined benefit pension plan and moving to defined contribution programs where costs are more controllable.

- All eight respondents offer a defined contribution program, seven respondents provide an employer contribution ranging from 0% to 13%. Lowell offers a voluntary defined contribution plan, but does not provide an employer contribution.
- Four respondents provide retiree health insurance, although two indicated they do so on a grandfathered basis. Employer contributions toward retiree premiums range from a graduated premium amount based on years of service to a maximum of 100% toward total premium amount (up to age 65). Lowell offers retiree health benefits based on MERS definition of retirement for up to five years up until the age of 65.

The legacy costs associated with retiree healthcare are creating a trend in the municipal sector which is moving away from 100% employer-paid retiree healthcare. Costs are considerable for this benefit given the relatively low retirement age in the public sector (some allow retirement as early as age 50, many at age 55 or 60) and the uncontrolled increases in the cost of healthcare premiums.

To better control their budgets, long-range financial plans, and future liabilities, many municipal employers are moving toward a flat dollar cap that they will cover for a retiree healthcare premium, or are implementing a "defined contribution" style savings program which allows employees to save for the cost of healthcare in retirement, with or without employer contribution. Many retiree health savings plans allow for the conversion of unused paid time off, which is advantageous to both the employee and the employer, which saves the payroll tax that would otherwise be incurred through paying out time-off banks.

#### **CLASSIFICATION & COMPENSATION STRUCTURE**

As previously discussed, point factoring was used to determine the placement of each position within the organization's pay structure, and market data guided the recommended pay ranges.

#### Impact of Recommended Ranges

As mentioned earlier, the suggested pay structure reflects ranges that are 30% wide. Table 4 on the following page provides a suggested pay structure based on market findings for City positions.

Positions with salaries below range minimums are considered "green circled." There is one employee currently earning a rate below the suggested minimum.

For employees with pay levels below the suggested minimum rate, it is suggested that the green circled individual be prioritized and moved as quickly as possible to at least the minimum of the recommended pay range. However, individual performance will guide decisions regarding pay adjustments. It is advisable to suspend pay increases, even those for green circled positions, until such time as any ongoing performance issues are resolved.

Positions with salaries above range maximums are considered "red circled." There are no employees currently earning a rate above the suggested maximum.

Red circled positions are not uncommon for long-serving staff or positions that are difficult to recruit and/or retain. Additionally, employees who are asked to take on a heavier workload may warrant placement at the higher end of the pay scale, and over time, may have exceeded the maximum of their established range.

With regard to red circled employees, <u>we strongly caution against reducing pay or otherwise</u> <u>penalizing an employee with a salary level above the suggested maximum</u>. This can be counter-productive and devastating to morale and the overall success of a pay program. Rather, "grandfathering" red circled employees or increasing salaries at a slower pace are more constructive approaches.

A more progressive approach to addressing red circled employees, or employees who have reached the maximum of their pay range, is to offer a merit bonus rather than a pay increase. This bonus, however, would be tied to performance to recognize outstanding service. This can be done by offering up to a maximum amount, such as a flat dollar amount, or percentage of pay based on the employee's level of performance. This type of program positions the City to recruit, retain, and reward top talent to serve its public. Keep in mind, however, that an exceptional performance evaluation tool should be in place, used accurately, reliably, and consistently, and the organization itself must have a culture that would support such an approach to pay.

Table 4: Suggested Pay Structure

			Lo	well		RECOMM	ENDED PA	/ RANGES
Grade	Title	Min	Mid	Max	Current	Minimum	Midpoint	Maximum
A	Receptionist *	n/a	n/a	n/a	37,794	\$31,304 \$15.05	\$36,000 \$17.31	\$40,696 \$19.57
В	Deputy Clerk	n/a	n/a	n/a	44,387	\$36,522	\$42,000	\$47,478
	Deputy Treasurer	n/a	n/a	n/a	47,153	\$17.56	\$20.19	\$22.83
	Maintenance Worker **	38,875	42,994	47,112	38,875			
С	Equipment Operator / Maintenance Worker	38,875	42,994	47,112	47,112	\$40,000	\$46,000	\$52,000
C	Water Plant Treatment Operator	42,536	47,070	51,605	51,605	\$19.23	\$22.12	\$25.00
	Cemetery Sexton / Downtown Facilities Maintenance	38,375	42,994	47,112	vacant			
D	City Clerk	n/a	n/a	n/a	59,884	\$47,826 \$22.99	\$55,000 \$26.44	\$62,174 \$29.89
Ε	Parks and Streets Supervisor	46,550	51,553	56,555	56,555	\$53,913 \$25.92	\$62,000 \$29.81	\$70,087 \$33.70
	Treasurer	n/a	n/a	n/a	72,338			
F	Utilities Supervisor	61,235	67,881	74,526	74,526	\$59,130	\$68,000	\$76,870
	Water Plant Superintendent	61,235	67,881	74,526	74,526	\$28.43	\$32.69	\$36.96

<sup>\*</sup> Recommend title change to Administrative Assistant

#### Implementing Recommended Ranges

In determining its compensation policy, organizations have much to consider. For example:

- Some organizations strive to lead the market in either pay or benefits, or both. Others utilize below-average compensation programs which may result in short-term savings; however, that is often offset by the high cost of turnover and the indirect costs of poor morale, inconsistent customer service, and overall compromised operational performance.
- Most organizations seek a middle ground, establishing market competitive compensation programs that are fair to employees and fiscally responsible.
- Benefits may influence the stance an employer takes relative to the market. Depending on organizational priorities, some employers maintain employee wages low in relation to the market while maintaining a relatively generous benefit program, or vice versa.
- In moving employees through pay ranges, compensation systems ideally incorporate performance in some way.
- Lastly, staffing levels and organizational structures can influence the position an employer takes relative to the competitive market. Where employees are asked to do more with less, an organization may be inclined to meet or even exceed the market with regard to pay, benefits or both.

<sup>\*\*</sup> Recommend title change to Utility Operator

In considering how pay ranges might be utilized over time, job mastery and performance history are important factors that may guide upward adjustments for employees. The continuum provided in Chart 1 illustrates how compensation levels within the recommended ranges may be considered with regard to job knowledge and performance.

Chart 1: Continuum of Job Mastery

Range Minimum	Range Midpoint	Range Maximum
New to the job, still learning position or has performance issues	Has complete job knowledge and meets expectations in terms of job performance	Has complete mastery of the position and is an exemplary performer

As seen above, newer employees who are not yet functioning on a completely independent level, or employees who are not meeting performance standards, may be appropriately placed at or near the range minimum. Over time, training and experience on the job will typically lead to competency for most employees. These employees will likely fall somewhere in the middle of their range, near the midpoint. An employee with complete mastery of their position and a history of exceptional performance may command a salary toward the top of their range near the recommended maximum.

#### Range Options

There are a few popular options for pay range administration, including a traditional step system, an open range, or a combined approach. Tables 5 and 6 on the following pages provide examples of both a traditional and combined pay system.

#### Traditional Step System

A traditional step system simply breaks a pay range into increments. In a system with ranges that are 30% wide, nine steps are typical and provide for increments of about 3% to 3.75% between steps.

In a traditional step system, pay increases are awarded based on time on the job, conditioned upon satisfactory performance (i.e. move from step 1 to step 2 after one year on the job with a satisfactory or better performance review). Table 5 on the following page provides a step progression based on a Traditional Step System.

Table 5: Traditional Step System

Grade	Minimum Step 1	Step 2	Step 3	Step 4	Midpoint Step 5	Step 6	Step 7	Step 8	Maximum Step 9
Α	\$31,304	\$32,478	\$33,652	\$34,826	\$36,000	\$37,174	\$38,348	\$39,522	\$40,696
_ ^	\$15.05	\$15.61	\$16.18	\$16.74	\$17.31	\$17.87	\$18.44	\$19.00	\$19.57
В	\$36,522	\$37,891	\$39,261	\$40,630	\$42,000	\$43,370	\$44,739	\$46,109	\$47,478
	\$17.56	\$18.22	\$18.88	\$19.53	\$20.19	\$20.85	\$21.51	\$22.17	\$22.83
С	\$40,000	\$41,500	\$43,000	\$44,500	\$46,000	\$47,500	\$49,000	\$50,500	\$52,000
<u> </u>	\$19.23	\$19.95	\$20.67	\$21.39	\$22.12	\$22.84	\$23.56	\$24.28	\$25.00
D	\$47,826	\$49,620	\$51,413	\$53,207	\$55,000	\$56,793	\$58,587	\$60,380	\$62,174
J	\$22.99	\$23.86	\$24.72	\$25.58	\$26.44	\$27.30	\$28.17	\$29.03	\$29.89
E	\$53,913	\$55,935	\$57,957	\$59,978	\$62,000	\$64,022	\$66,043	\$68,065	\$70,087
	\$25.92	\$26.89	\$27.86	\$28.84	\$29.81	\$30.78	\$31.75	\$32.72	\$33.70
F	\$59,130	\$61,348	\$63,565	\$65,783	\$68,000	\$70,217	\$72,435	\$74,652	\$76,870
	\$28.43	\$29.49	\$30.56	\$31.63	\$32.69	\$33.76	\$34.82	\$35.89	\$36.96

#### Open Range System

Some employers prefer to use a percentage-based, open range approach to progressing employees through their ranges. Under this plan, a set percent is used for employees' annual pay increases. This provides the most flexibility to the employer, or maximum discretion.

#### Combined System

A combined system uses both formal steps and a flexible, open range. With this method, step increases based on longevity are utilized initially (provided the employee is evaluated at a minimum level of satisfaction) with merit-based progression after a certain tenure level is achieved. This combined system recognizes the "learning curve" found in early years of employment and focuses on performance once longer tenure and associated job mastery is achieved. Table 6 below provides a step progression based on a Combined System.

Table 6: Combined Step System

Grade	Minimum Step 1	Step 2	Step 3	Step 4	Midpoint Step 5	Open Range: Performance Ba <del>s</del> ed	Maximum Step 9
Α	\$31,304	\$32,478	\$33,652	\$34,826	\$36,000	variable	\$40,696
	\$15.05	\$15.61	\$16.18	\$16.74	\$17.31	variable	\$19.57
В	\$36,522	\$37,891	\$39,261	\$40,630	\$42,000	variable	\$47,478
	\$17.56	\$18.22	\$18.88	\$19.53	\$20.19	variable	\$22.83
С	\$40,000	\$41,500	\$43,000	\$44,500	\$46,000	و الماد الما	\$52,000
	\$19.23	\$19.95	\$20.67	\$21.39	\$22.12	variable	\$25.00
D	\$47,826	\$49,620	\$51,413	\$53,207	\$55,000	v spieble	\$62,174
	\$22.99	\$23.86	\$24.72	\$25.58	\$26.44	variable	\$29.89
Е	\$53,913	\$55,935	\$57,957	\$59,978	\$62,000	, meighte	\$70,087
	\$25.92	\$26.89	\$27.86	\$28.84	\$29.81	variable	\$33.70
F	\$59,130	\$61,348	\$63,565	\$65,783	\$68,000	veriable	\$76,870
	\$28.43	\$29.49	\$30.56	\$31.63	\$32.69	variable	\$36.96

#### System Administration

It is suggested that the City establish a compensation policy for moving employees through pay ranges over time. There are many methods for progressing employees through a pay range; for example, time on the job (longevity), merit or performance-based pay, or some combination of the two. Further, if using a step system, increases can be applied based on fractions of a step; full step increases are not required of the system options presented within this report.

Many employers are interested in linking pay to performance. To succeed in implementing a merit pay environment, there must be an exceptional performance evaluation tool in place that is used accurately and reliably, and the organization itself must have a culture that would support such an approach to pay. With those two linchpins in place, the employer then must have the financial resources to support the pay for performance program.

Well-designed and properly administered pay-for-performance programs that are tied closely to overarching organizational missions, goals and objectives, can add substantial value to an organization. However, pay for performance is *not* a cost of living adjustment. Cost of living is something that should be applied to the pay system at-large. Individual performance rewards are separate and distinct from that and lose their impact and credibility when overlapped with other types of adjustments.

When considering performance rewards, an organization can utilize either a performance increase that becomes part of an employee's annual pay; or a one-time reward that does not automatically renew each year. The reward that becomes part of regular pay is typically in recognition of sustained exceptional performance, assuming additional duties, achieving additional education or training, etc. The non-renewable reward is usually associated with achievement of specific goals or in recognition of a special project or some other finite accomplishment. Some systems incorporate both types of rewards to accommodate varying circumstances.

Should the City incorporate pay-for-performance tied to performance evaluation, careful consideration will need to be given to whether rewards are integrated into base pay or treated as a bonus subject to renewal, or some combination of the two.

#### Placing New Employees Within Established Ranges

To preserve internal equity, original appointment to any position would ideally be made at the minimum rate of the suggested pay range. Advancement could then proceed through successive increases as prescribed in the City's compensation policy.

However, each new hire will inevitably be unique, and may in fact represent a situation in which greater experience and expertise are objectives in recruitment. Or, the labor market may dictate the need to offer a higher salary. Therefore, new hires should be assessed individually and placed at a range level consistent with City needs and market demands.

#### Maintaining the System Over Time

A classification and compensation program, once designed and implemented, is not self-sustaining. It needs proper maintenance to continue to serve its purpose. Maintaining the program requires reviewing, adjusting, and controlling both the classification and salary structures so they continue to be effective.

The City should determine the standard process that will be used to maintain the classification plan going forward. For example, how will changes to job descriptions be handled? How will new positions be placed within the system? Who will review requests and what appeals mechanism, if any, will be provided?

The City should carefully consider its options and lay out the methodology best suited to its needs and culture.

#### Classifying New Positions

As a result of reorganization, new programs, or changes in management procedures, new jobs may be established and the complexity of existing jobs may change. To maintain internal equity and the usefulness of the pay system, the following procedures are recommended:

- 1. For new positions, a standard job analysis questionnaire should be used to define the particular duties, responsibilities, and requirements of the position.
- 2. A current and accurate job description should then be developed.
- The position should be evaluated based on the point factor plan. This approach ensures
  internal equity for the new position in terms of skill, effort, responsibility and working
  conditions as compared to existing positions.
- 4. Verification of market pay rates through the statewide survey, or a customized survey, will validate the appropriate pay rate for a new position.

#### Updating the Compensation Plan

Economic conditions, the availability of people, and the prevailing labor market rates will all impact salary structures. To accurately reflect the labor market, the compensation plan must be reviewed and adjusted annually.

In this sense, <u>pay adjustments are a two-step process</u>. The first is a general adjustment of the entire pay system to reflect inflationary or cost-of-living increases. And the second is individual-level adjustments based on performance, longevity or whatever measures the City choose to reflect its compensation philosophy.

Various sources exist for inflation figures, cost-of-living estimates, and other economic indicators such as the Consumer Price Index (CPI). One of these could be applied to the compensation structures provided within this report to make the annual cost-of-living adjustment.

When making annual adjustments to the overall system, consideration should be given to local economic factors and the posture the organization chooses to take relative to the labor market. Every five to seven years a full study should be conducted to check the adequacy of present pay rates and internal ranking of jobs.

In devising a pay and benefits system, an employer is well-served to consider its mission and organizational goals and align its compensation policy accordingly. The data and objective analysis provided within this report will help position the City of Lowell for these important policy considerations.

Campanal	Title	How Do	Rang	ge (Base F	av)	Actual Pay	ET /	Hre /	Yrs of	
Comparable Community		Duties Compare	Min	Mid	Max	or Max	PT			
Allegan	City Clerk	similar			IVICIA			Week		Details
Belding						46,800	FT	40	2	
Belleville										
Cedar Springs	City Clerk	More Complex	42 620	40.000	55.000					
Coopersville			42,630	49,000	55,370	47,600	FT	40+	3.5	
DeWitt	City Clerk / Treasurer	Combine Clerk and Treasurer duties					_			combined Clerk/Treasurer role earning
	City Clerk						FT	40	20	\$75,982 / yr
Page 1						70,000	FT	40		as reported in the 2019/20 W&S survey
Imlay City	City Clerk	Accts Payable and payroll backup	58,361	67,114	75,867	71,491	FT	40		
Mount Morris							FT	40	_	
	City Clerk		51,926	60,877	69.828	60,939	- F	- 40	- 40	
Rockford	City Clerk	Does not work with Utility Billing	01,020	00,077	09,020	69,828	_	40	19	
		Clerk does not oversee utility billing.				77,872	FT	40	29	
	City Clerk	Does oversee business licensing and serves as FOIA coordinator.	42,000	44,000	46,000	47,035	FT	40	2	
Sparta (village)	City Clerk					45 700		- 40	_	
Vayland	City Clerk	<del></del>	40.444			45,760	FT	40		as reported in the 2019/20 W&S survey
Market Average	Only Olon		49,444	55,489	61,533		FT	40		as reported in the 2019/20 W&S survey
2019/20 MML Statewide D	ata *		48,872	55,296	61,720	59,769				26%
owell	utu		47,623	53,914	60,205	56,967				26%
						59,884	FT	40	21	

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for position of City Clerk (range: n=15; actual: n=45).

## APPENDIX A

Market Survey Data: Pay

Deputy City Clerk										
	Title	How Do	Ran	ge (Base I	ay)	Actual Pay	FT/	Hrs /	Yrs of	Other
Comparable Community	Used	Duties Compare	Min	Mid	Max	ог Мах		Week		Details
Allegan	Deputy City Clerk / Municipal Accountant II	performs general bookkeeping and office support activities. Maintains accounts receivable records and utility accounts, reconciliations and deposit of receipted funds. Performs front desk reception and processing of paperwork; sells gravesites and maintains all cemetery records and statistics.				46,821	FT	40	10	
Belding										
Belleville										
Cedar Springs	Deputy City Clerk	shared position with the Deputy Finance Director					PT	8		Part-time position earning \$16.25 /
Coopersville										
DeWitt	NA									
Eaton Rapids	NA									
Fremont	NA						_		_	
Imlay City	NA									
Mount Morris								_		
Portland	Deputy City Clerk	also serves as utility billing clerk	42,536	48,547	54,558	44,803	FT	40	11	
Rockford	Deputy Clerk / Communications	Also handles events/communication	,	,		45,760		40	<1	-
Roosevelt Park	NA									
Sparta (village)	NA									
Wayland	Utility Billing Clerk		23,712	26,863	30,014	25,334	FT			as reported in the 2019/20 W&S
Market Average			ins	ufficient d	ata	40,679				
2019/20 MML Statewide I	Data *		34,894	40,120	45,346					30%
Lowell						44,387	FT	40	1.5	

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Deputy City Clerk, Utility Billing Clerk, and Administrative Assistant (range: n=20; actual: n=58).

Used	How Do								
	Duties Compare	Min	ge (Base F		Actual Pay				
Finance Director	serves as Finance Director/Treasurer and Human Resources Director. Plans, directs, and oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, budget GL and staff supervision	WIII	Mid	Max	or <b>Max</b> 82,014	FT	Week 40	Svc 15	Details
inance Director / reasurer	Same	60,900	70,000	79,100	72,000	FT	40	<4	10 years of experience
			-			_			
City Clerk-Treasurer	Combine Clerk and Treasurer duties		*			FT	40	20	combined Clerk/Treasurer earning
inance Director / reasurer					70,000	FT	40		\$75,982 / yr as reported in the 2019/20 W&S survey
reasurer / Human Resources	City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures	58,361	67,114	75,867	75,867	FT	40		
IA						_			
						_			
inance Director / reasurer		66,768	78,250	89,731	85,446	FT	40	15	
inance Director / reasurer	Also handles finances for North Kent Sewer Authority				98,861	FT	40	9	
reasurer	Also oversees all utility billing, hr/insurance adminstration, social media, special events	42,000	47,000	52,000	53,170	FT	40	3	
inance Director / reasurer	January Special Country								part-time position earning \$42,000 / yr as reported in the 2019/20 W&S survey
inance Director		_			67 125	F	40		
		57 007	65 504	74 475		FI	40		as reported in the 2019/20 W&S survey
ta *						_			
		31,301	05,753	13,939		_			26%
	inance Director / reasurer  ity Clerk-Treasurer inance Director / reasurer reasurer / Human esources A  inance Director / reasurer inance Director / reasurer reasurer reasurer inance Director /	oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, burdoet GL and staff supervision  inance Director / reasurer  Combine Clerk and Treasurer duties  inance Director / reasurer reasurer / Human esources  A  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  A  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  A  Also handles finances for North Kent Sewer Authority  reasurer  Also oversees all utility billing, hr/insurance administration, social media, special events.	oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, budget. Gl. and staff supervision  inance Director / reasurer  Same  Combine Clerk and Treasurer duties  inance Director / reasurer reasurer / Human esources  A  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  58,361  inance Director / reasurer  finance Director / Also handles finances for North Kent Sewer Authority  reasurer  Also oversees all utility billing, hr/insurance administration, social media, special events.	oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, burdnet GL and staff supervision  inance Director / reasurer  Combine Clerk and Treasurer duties  inance Director / reasurer reasurer / Human esources  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  City Mgr/Finance Director / reasurer  Also handles finances for North Kent Sewer Authority  Also oversees all utility billing, hr/insurance administration, social media, special events.  57,007 65,591	inance Director  oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, budget. Gl., and staff supervision  inance Director / reasurer  Combine Clerk and Treasurer duties  inance Director / reasurer reasurer / Human esources  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  58,361 67,114 75,867  Also handles finances for North Kent Sewer Authority  reasurer  Also oversees all utility billing, hr/insurance administration, social media, special events.  57,007 65,591 74,175	inance Director  oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, burdnet GL and staff supervision  inance Director / reasurer  Combine Clerk and Treasurer duties  City Clerk-Treasurer  inance Director / reasurer  reasurer / Human esources  City Mgr/Finance Dir handles investments, budgets, audit & city funds/expenditures  City Mgr/Finance Director / reasurer  A company of the city funds/expenditures  A company of the city funds finances for North Kent Sewer Authority  Also oversees all utility billing, hr/insurance adminstration, social media, special events.  57,007 65,591 74,175 75,562 as *  57,007 65,591 74,175 75,562 as *  57,007 65,591 74,175 75,562 as *	inance Director    Same   Go,900   To,000   To,000   FT	inance Director  oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt and deposit of City revenues, investments and cash management, budget Gl and staff supervision  inance Director / reasurer  Combine Clerk and Treasurer duties  Combine Clerk and Treasurer duties  Combine Clerk and Treasurer duties  FT 40  reasurer / Human esources  Also handles finance Director / reasurer  Inance Director / reasurer  Also handles finances for North Kent Sewer Authority  Also oversees all utility billing, hr/insurance administration, social media, special events.  57,007 65,591 74,175 75,562 reasurer  57,007 65,591 74,175 75,562 reasurer  57,007 65,591 74,175 75,562 reasurer  66,768 73,939 70,272	inance Director  oversees the financial, accounting, and treasury functions; responsible for directing all facets of tax administration, receipt end deposit of City revenues, investments and cash management, budget GL and staff supervision  inance Director / reasurer  Combine Clerk and Treasurer duties  Combine Clerk and Treasurer duties  City Mgr/Finance Director / reasurer / Human esources  ACCOUNTINE

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Finance Director/Treasurer and Treasurer (range: n=14; actual: n=45).

Deputy Treasurer										
	Title	How Do	Rang	ge (Base I	Pay)	Actual Pay	FT/	Hrs /	Yrs of	Other
Comparable Community	Used	Duties Compare	Min	Mid	Max	or Max		Week		Details
Allegan	Municipal Account Clerk I	responsible for payroll preparation, accounts payable, reconciliation and deposit of receipted funds; maintains various employee benefits records and processes changes in status; assists in all aspects of financial accounting. Performs front desk reception and processing of paperwork.	29,120	32,240	35,360		FT	40	1	Domis
Belding										
Belleville					-	-				
Cedar Springs	Deputy Finance Director / Treasurer	shared position with the Deputy Clerk					PT	8		Part-time position earning \$16.25 /
Coopersville							_			
DeWitt	NA									
Eaton Rapids	NA						-			
Fremont	Account Clerk I	is the backup person on utility and tax billings.	40.988	47,136	53,284	48,673	FT.	40		
Imlay City	Finance / Account Clerk I					37,419		40		as reported in the 2019/20 W&S
Mount Morris										Survey
Portland	Deputy Treasurer	also serves as income Tax Clerk	42,536	48,547	54,558	51,917	FT	40	1	
Rockford	Deputy Treasurer	also handles tax bills processing/balancing				53,596		40	3	
	NA									
Sparta (village)	NA									
Wayland	NA									
Market Average			inst	ufficient d	ata	47,901				
2019/20 MML Statewide D	Data *		37,470	42,582	47,694	43,600				27%
Lowell						47,153		40	20	

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Deputy Treasurer, Payroll Clerk, and Finance Clerk II (range: n=10; actual: n=29).

	Title	How Do	Rand	ge (Base	Pavl	Actual Pay	ET /	U /	V6	1
Comparable Community	Used	Duties Compare	Min	Mid	Max	or Max		Week		Other Details
	Administrative Assistant	performs responsible administrative, secretarial, and clerical tasks; performs data entry, utility payment processing and general customer service; assists with customer inquiries and complaints at the counter and by telephone.				OI IIIIA	PT	25-35	SVC	part-time position earning range of \$9.65 - \$15.00 / hr
Belding							_			
Belleville							-			
Cedar Springs	Utility Billing Clerk		31,658	36,400	41,142	27 500				
Coopersville			31,000	30,400	41,142	37,502	FT	40	2	
DeWitt	Administrative Asst II	Also processes payroll and acounts payable.				39,832	FT	40	4	
Eaton Rapids	NA									
remont							_			
	Finance / Account Clerk I					37,419	FT	40		as reported in the 2019/20 W&S
Mount Morris								- "-		survey
Portland	Utility Billing Clerk		38,563	44,003	49,442	40 440	FT	- 40	- 10	
	Administrative Assistant	Also handles cemetery.	00,000	44,003	48,442	49,442		40	18	<b></b>
Roosevelt Park	Receptionist	Supervised by City Manager. Also assists with elections/voting records and building permits.					PT PT	30 16-24		part-time position earning \$25,584 / y duties performed by two part-time positions earning range of \$11.00 -
Sparta (village)	NA	and pallating porting.								\$14.00 / hr
Vayland	NA						-	-		
larket Average			iner	fficient d	lata	44.040	_			
019/20 MML Statewide D	ata *		31,976	35,783		41,049	_			
owell			31,370	30,103	39,590	38,489 37,794	FT			24%

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Office Clerk II, Finacne Clerk I, and Receptionist (range: n=6; actual: n=19).

<sup>\*\*</sup> Recommend title change to Administrative Assistant

	Title	How Do	Ran	ge (Base I	Pay)	<b>Actual Pay</b>	FT/	Hrs /	Yrs of	Other
Comparable Community	Used	Duties Compare	Min	Mid	Max	or Max	PT	Week		Details
Allegan	Operator / Parks Specialist	performs a broad range of manual labor and skilled maintenance functions including mowing, snow removal, street repair, sewer and water main repair, removal of debris, buildings and grounds maintenance, and equipment maintenance and repair. Implements tree and flower programs and related forestry and horticultural projects CDL	36,504	42,900	49,296	49,296		40	10	License premiums\$400-\$700 depending on License Level
Belding							_			
Belleville							-	-		
Cedar Springs	Public Works Maintenance Worker	participates in a full range of construction, maintenance and repair activities associated with streets, sidewalks, buildings and grounds, cemetery, recreational sites, water system, sewer system and plant, motor/equipment pool and related functional	34,352	39,505	44,658	varies	FT	40	varies	DPW Foreman earns range of \$43,930 - \$52,728 / yr
	Public Works Maintenance Worker		30,680	37,835	44,990	44,990	FΤ	40	6	as reported in the 2019/20 W&S survey
DeWitt	Operator		35.818	44,408	52,998	52,998	FT	40		
talion Radios - I	Public Works Maintenance Worker		43,410	49,400	55,390			40		as reported in the 2019/20 W&S survey
remont	DPW	CDL required	43,377	48,363	53,349	53,349	FT	40		Pay is based on years of service
. ,	Maintenance Worker		37,794	46,000	54,205	54,205	FT	40		as reported in the 2019/20 W&S survey
Mount Morris							_			
Portland	DPW Foreman	CDL B, D2 & S2					FT	40	20	DPW Foreman earns range of \$50,378 - \$64,522 / yr
Rockford	Public Service Foreman	S2 and Soll Erosion					FT	40		Public Service Foreman earns \$55,786; Firefighter certification \$1000
Roosevelt Park		CDL required	40,976	43,056	45,136	45,136	FΤ	40	<1 to 9	3 FT and 2 PT DPW workers. FT Lead Person earns \$1.50 more/hour. PT employees make between \$12 and \$14 per hour.
pparta (village)	Public Works Maintenance Worker		33,634	39,916	46,197	46,197	FT	40		as reported in the 2019/20 W&S survey
	NA									
larket Average			37,394	43,487	49,580	50,195				
019/20 MML Statewide D	ata *		38,011	43,151	48,291	43,317				27%
owell			38,875	42.994	47,112	47,112	ET	40	31	/ 0

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Equipment Operator, Public Works Maintenance Worker, and Parks Maintenance Worker (range: n=75; actual: n=39).

	Title	How Do	Rang	ge (Base P	av)	Actual Pay	FT /	Hrs /	Vre of	Other
Comparable Community	Used	Duties Compare	Min	Mid	Max	or Max		Week		
Allegan	n/a					Of Max	FT	40	10	Details duties performed by Public Works Maintenance Worker earning range of
Belding			1		-			_		\$36,504 - \$49,296 / yr
Belleville			1				_			
Cedar Springs	NA						_	_	-	
24	Maintenance Worker		34,216	37,003	39,790		PT			as reported in the 2019/20 W&S survey, Cemetery Sexton is a part-time position
DeWitt	NA						_			earning \$7,800 / yr
Eaton Rapids	Maintenance Worker		43,410	49,400	55,390		FT	40		
Fremont	Cemetery Sexton		10,710	45,400	33,380			40		as reported in the 2019/20 W&S survey
mlay City	Maintenance Worker		37,794	46,000	E4 20E	63,187	_	40		as reported in the 2019/20 W&S survey
Mount Morris			37,794	40,000	54,205		FT	40		as reported in the 2019/20 W&S survey
Portland	Maintenance Worker	CDL B	41,392	47,175	52,957	E2 057		40		
Rockford			41,002	47,175	52,957	52,957	FT	40	20	Works at DPW during the winter
	NA									Our Office Admin handles the cemetery records
	Maintenance Worker									
	NA		33,634	39,916	46,197		FT	40		as reported in the 2019/20 W&S survey
Market Average	(1/1)									
2019/20 MML Statewide D	ata *		38,089	43,899	49,708	58,072				
owell	ala		38,542	44,095	49,647	44,737				29%
OWOII			38,875	42,994	47,112	n/a	FT	40		Vacant

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Public Works Maintenance Worker, Parks Maintenance Worker, and Cemetery Sexton (range: n=50; actual: n=27).

	Title	How Do	Rang	ge (Base F	ay)	<b>Actual Pay</b>	FT/	Hrs /	Yrs of	Other
Comparable Community	Used	Duties Compare	Min	Mld	Max	or Max	PT	Week	Svc	Details
	Public Works Director					82,014	FT	40	10	Dotailo
Belding										
Belleville							_			
Cedar Springs	Public Works Superintendent		52,200	60,000	67,800	vacant	FT	40		Public Works Foreman earns range of \$43,430 - \$56,410 / yr
Coopersville								-		
DeWitt	NA						_			
Eaton Rapids										
Fremont	DPW Director		67,113	77,181	87,249		FT	40		
Imlay City						1				
Mount Morris							-			
Porland	Parks & Rec / Cemetery Director	CDL B, D2 & S2	63,271	74,112	84,952	76,988	FT	40		
Rockford	Public Service Foreman					55,786	FT	40		
Roosevelt Park	NA									
Sparta (village)	Public Works Director		55,000	57,500	60,000		FT			as reported in the 2019/20 W&S survey
Wayland										The second of th
Market Average			inst	ifficient d	ata	71,596				
2019/20 MML Statewide D	ata *		54,399	61,742	69.085					27%
Lowell			46,550	51,553	56,555		FT	40	28	

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Public Works/Streets Superintendent and Parks Superintendent (range: n=8; actual: n=24).

	Title	How Do	Rand	ge (Base F	av)	Actual Pay	FT /	Hre /	Vre of	Other
Comparable Community	Used	<b>Duties Compare</b>	Min	Mid	Max	or Max		Week		Details
Allegan	Water / Sewer Systems Foreman					59,163		40	010	as reported in the 2019/20 W&S survey; many duties also performed by the Water Utilities
Belding							-	_		Director earning \$82,014 / yr
Belleville										
Cedar Springs	NA									
Coopersville							_			
DeWitt	NA						_	-		
Eaton Rapids										
Fremont		CDL & Water License	58.361	67,109	75,857	75 057	FT	40	_	
Imlay City	NA	TO THE STATE OF TH	00,001	07,109	13,037	75,857	FI	40		
Mount Morris				_			_			
Portland			59,114	67,320	75,525	75,525	FT	40		
Rockford	NA		00,114	07,520	75,525	75,525	FI	40	19	
Roosevelt Park	NA						_	_		
Sparta (village)	NA						_			
vayiand	Water / Sewer Systems Superintendent		61,828	68,122	74,416	74,416	FT	40		as reported in the 2019/20 W&S survey
Market Average			59,768	67,517	75,266	71,240		-		
2019/20 MML Statewide D	ata *		61,818	68,532	75,247	72,754				2007
Lowell			61,235	67.881	74,526	74,526		40	18	22%

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 35,000 for position of Water/Sewer Sysem Superintendent (range: n=8; actual: n=11).

	Title	How Do	Dan	no /Dono I	Jarel .	A . 4 . 1 . 1 . 1				
Comparable Community		Duties Compare		ge (Base I		Actual Pay				Other
- on parable community	Osed	assists with the maintenance of municipal buildings and	Min	Mid	Max	or Max	PT	Week	Svc	Details
Allegan	Maintenance	community centers. Performs preventive maintenance including repairs, alterations, and/or replacements of any electrical, plumbing, heating, ventilating, air conditioning or other mechanical problems. Assists contractors and outside vendors to ensure a high quality of workmanship - CDL			64,106	64,106	FT	40	10	License premiums\$400-\$700 depending on License Level
Belding							_			
Belleville										
Cedar Springs	Public Works Maintenance Worker	participates in a full range of construction, maintenance and repair activities associated with streets, sidewalks, buildings and grounds, cemetery, recreational sites, water system, sewer system and plant, motor/equipment pool and related functional areas.	34,352	39,505	44,658	varies	FT	40	varies	
Coopersville	WWTP Maintenance	Storm water and parks fall under the DPW	32,677	38,938	45,198	45198	FT	40	11	
DeWitt	NA			00,000	10,100	40100	÷			
Eaton Rapids	NA						_			
Fremont		CDL required	43.377	48.363	53,349		FT	40		Pay is based on years of service.
Imlay City			10,011	10,000	00,040			70		Pay is based on years of service.
Mount Morris										
Portland	Maintenance Worker	CDL B	41.392	47,175	52.957	52,957	FT	40	23	
Rockford	Maintenance Worker / Firefighter	S4 or D4	38,189	43,972	49,754	32,007	FT	40		Several employees with different years of service. Hourly rate of pay based on years of service. Firefighter certification \$1,000.
Roosevelt Park	NA									i nonginar commodition \$1,000.
Sparta (village)	Public Works Maintenance Worker		33,634	39,916	46,197		FT	40		as reported in the 2019/20 W&S survey
Wayland	NA									
Market Average			37,270	42,978	50.888	54,087				37%
2019/20 MML Statewide D	)ata *		38,566	43,519	48,473	44,756				26%
Lowell			38,875	42,994	47,112	38,875	ET	40	<1	

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 7,500 for positions of Water/Sewer Systems Worker, Equipment Operator, and Public Works Maintenance Worker (range: n=79; actual: n=44).

<sup>\*\*</sup> Recommend title change to Utility Operator

	Title	How Do	Ran	ge (Base F	Pay)	<b>Actual Pay</b>	FT/	Hrs /	Yrs of	Other
Comparable Community	Used	Duties Compare	Min	Mid	Max	ог Мах		Week		Details
Allegan	Water Utilities Director	oversees water plant, water distrbution / sewage colliction, and water resource recovery				82,018		40		as reported in the 2019/20 W&S survey; Water Facilities Maager earns \$59,155 / yr with license premiums \$400-\$700 depending on License Level
Belding								_		Cevel
Belleville							_	_	_	
Cedar Springs	NA		1				_	_		0
Coopersville	NA		1 -				_			Contracted Service
DeWitt	NA						_			
Eaton Rapids	NA		1							
Fremont	NA		1				_	-		
Imlay City	NA		1			_	_	_		
Mount Morris			1							
Portland	NA									
Rockford	Water Plant Supervisor	S1 and D1					FT	40	9	Water Plant Supervisor earning \$57,999 / yr; Fire
Roosevelt Park	NA						-			Fighter certification \$1,000
Sparta (village)	NA									
vayiana	Water / Sewer Systems Superintendent		61,828	68,122	74,416	74,416	FT	40		as reported in the 2019/20 W&S survey
Market Average			insi	ufficient d	ata	78,217				
2019/20 MML Statewide D	ata *		61,219	70.041	78,862			_		000/
_owell			61,235	67,881	74,526		$\overline{}$	40	11	29%

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 25,000 for position of Water Plant Superintendent (range: n=8; actual: n=21).

	Title	How Do	Rang	ge (Base P	ay)	<b>Actual Pay</b>	FT/	Hrs /	Yrs of	Other
Comparable Community	Used	Duties Compare	Min	Mid	Max	or Max		Week	Svc	Details
Allegan	Operator	Completes a variety of routine and skilled laboratory procedures and maintenance and repair activities associated with water system equipment, machinery and facilities / maintains the water and sewer distribution systems. Completes a variety of routine and skilled maintenance and repair activities designed to assure smooth operation and expansion of the system. Operates light and heavy equipment and provides general labor in support of a wide range of public works projects as operational needs demand - CDL	36,504	42,900	49,296		FT	40	10	License premlums\$400-\$700 depending on License Level
Belding										
Belleville	С									
Cedar Springs	NA									Contracted Service
Coopersville	NA									
DeWitt	NA									
Eaton Rapids	Water Plant Operator		50,856	51,241	51,626		FT	40		as reported in the 2019/20 W&S
Fremont	NA									survey
Imlay City	NA									
Mount Morris										
Portland	Water Plant Operator	CDL B, C or D	44,824	51,085	57,346	57,346	FT	40	10	Licenses are an annual stipend
Rockford	Water Plant Operator					52,067				as reported in the 2019/20 W&S survey
Roosevelt Park	NA									Suivey
Sparta (village)	Water Plant Operator					61,277	FT	40		as reported in the 2019/20 W&S survey
Wayland	NA									001101
Market Average			44,061	48,409	52,756	56,897				
2019/20 MML Statewide I	Data *		43,134	46,813	50,493					17%
Lowell			42,536	47,070	51,605	51,605	FT	40	22	

<sup>\* 2019/20</sup> MML Statewide Survey includes regions 1-6 with populations between 2,000 and 25,000 for position of licensed Water Plant Operator (range: n=26; actual: n=17).

## **APPENDIX B**

Market Survey Data: Benefits

BENEFITS SURVEY	Lowell	Allegan	Cedar Springs	Coopersville	DeWitt
PAID TIME OFF & BONUSES					
Scheduled Working Hours Per Day (i.e. 8, 7.5, 12)	8	8	8	8	8
# Annual Paid Holidays	11	10	10	9	13
Do you offer <u>combined</u> paid time off (PTO) or <u>separate</u> Vacation / Sick / Personal time off?	separate sick and vac	Combined	Combined	both-depends on position	Separate
# Vacation / PTO Days Earned:				separate listed below	
@ 1 year	5	23	20	10	10
@ 5 years	10	28	25	13.5	15
@ 10 years	15	33	30	16	20
@ 15 years	20	33	35	21	20
@ 20 years	20 - non-union 25 - DPW union	33	35	22	20
# Annual Sick Days	12	n/a	n/a	10	12
Maximum Carry Over Allowed (in days) or Use-It or Lose-It policy?	Up to 4 weeks w/ city manager approval			60 hours	480 hours
Is accrued Sick time paid out upon separation or retirement? If so, what is the a maximum payout?	No			25%	75% if employed 30 years or more
# Annual Paid Personal Days	3	n/a	n/a	4	3
Longevity Pay		n/a	n/a	n/a	n/a
@ 5 years	\$195				7.1.0
@ 10 years	\$455				
@ 15 years	\$650				
@ 20 years	\$650				
Maximum	\$650	-			

BENEFITS SURVEY	Lowell	Allegan	Cedar Springs	Coopersville	DeWitt
INSURANCE				Соорелочне	Devill
Insurance Plan Type (i.e. PPO, HMO, etc.)	H.S.A.	HSA HMO	PPO	HMO	PPO
Is your plan a high deductible plan? (yes or no)	Yes	Yes	No	No	
Does the employER contribute to a Health Savings Plan? If so, what is the annual contribution?	No	\$1,350 / \$2,700	No	No	No Yes 3%
Annual Employee Contribution to Healthcare Premium	No	\$4,300		\$1,000 / \$,2000	0%
Annual Deductible (single/family)	\$1,400 / \$2,800	\$1,350 / \$2,700	\$250 / \$500	\$1,000 / \$2,000	070
Prescription Co-Pay	\$5 / \$20 / \$60	\$10 / \$40 after deductible		\$20	\$10 / \$40 / \$80
Office Visit Co-Pay	10% coinsurance after deductible	\$0 after deductible	\$20	\$6 / \$25	\$20
Annual Payment in Lieu of Insurance	\$400	\$2,500	\$4,200	\$6,000 / \$10,000	\$4,500
Employer-Paid Dental (yes or no)	yes	No	Yes	Yes	Yes 3%
Employer-Paid Optical (yes or no)	yes	No	Yes	Yes	No
Employer-Paid Life Insurance (benefit level - i.e. \$25K, 1 X Salary)	\$50K	1 X Salary	\$50K - Dmployee and \$5K Spouse & Dependent	1 X Salary	1 X Salary
Employer-Paid Disability (short term, long term, or both)	both	ST	No	LT	Both
PENSION / RETIREMENT					
What type(s) of retirement programs do you offer? (i.e. Defined Benefit Pension, Defined Contribution, Hybrid, etc.)	DB & DC	DC	Hybrid	DB / DC	DB / Hybrid
Pension Plan:					<del> </del>
Pension Plan Type (i.e. MERS B2)	MERS B2		MERS Hybrid DB	MERS B2	MERS B2
Multiplier (i.e. 2.25%)	2.5%		1%	2%	2.5
EmployEE Contribution to Pension (2014)	7%		0%	4%	8% to 12%
Defined Contribution Plan (i.e. 401, 457)	DC	Money Purchase Plan & 457	MERS Hybrid DC	457	457
EmployER Match / Contribution	No	MPP - 10% 457 - 0%	5%	2.5%	0%
Employ <u>EE</u> Contribution	Voluntary	MPP - none 457 - voluntary	5.13%	0%	Employee only
Retiree Health Insurance (yes or no)	Yes	None	No	no	Yes 3%
Employ <u>ER</u> Pays	Yes	N/A			100%
Age or other eligibility criteria	MERS Definition of Retirement - up to 5 years insurance to age 65	N/A			60 yrs (20 yrs of service)

BENEFITS SURVEY	Lowell	Fremont	Portland	Rockford	Roosevelt Park
PAID TIME OFF & BONUSES				ROURIOIG	10036Veit Faik
Scheduled Working Hours Per Day (i.e. 8, 7.5, 12)	8	8	8	8	8.5
# Annual Paid Holidays	11	11	16	9	10
Do you offer <u>combined</u> paid time off (PTO) or <u>separate</u> Vacation / Sick / Personal time off?	separate sick and	Separate	Separate	Separate	Separate
# Vacation / PTO Days Earned:					
@ 1 year	5	10	10	5	5
@ 5 years	10	15	15	12	10
@ 10 years	15	18	20	15	15
@ 15 years	20	20	20	17.5	20
@ 20 years	20 - non-union 25 - DPW union	25	20	22.5	25
# Annual Sick Days	12	12	12	12	12
Maximum Carry Over Allowed (in days) or Use-It or Lose-It policy?	Up to 4 weeks w/ city manager approval	Vacation-7 days carry over or lose it	no max	Max 576 hrs; paid out at 50% on 7/1	up to 120 days
Is accrued Sick time paid out upon separation or retirement? If so, what is the a maximum payout?	No	50% to 600 hours	Can cash out up to 48 hour of sick per year (1/2 of unused hours), no payout on separation	full leave bank at half pay rate	pay out up of 1/2 unused days up to 45 days max
# Annual Paid Personal Days	3	1	4	4	4
Longevity Pay					
@ 5 years	\$195	2%	\$1,200	\$100	2%
@ 10 years	\$455	3%	\$1,200	\$150	4%
@ 15 years	\$650	3%	\$1,200	\$250	6%
@ 20 years	\$650	3%	\$1,200	\$250	8%
Maximum	\$650	3%	\$1,200	\$250	8%

BENEFITS SURVEY	Lowell	Fremont	Portland	Rockford	Roosevelt Park
INSURANCE			- Tortidad	Rockidia	Rooseveit Park
Insurance Plan Type (i.e. PPO, HMO, etc.)	H.S.A.	Priority POS 250	PPO	HMO	DDO
Is your plan a high deductible plan? (yes or no)	Yes	No	Yes	Yes	PPO
Does the employER contribute to a Health Savings Plan? If so, what is the annual contribution?	No	\$180	\$1,040 / \$2,080	\$3,000 / \$4,900	No No
Annual Employee Contribution to Healthcare Premium	No	\$475 / \$1,920 / \$3,522	20%	\$594 / \$1,782	hard cap used
Annual Deductible (single/family)	\$1,400 / \$2,800	\$250 / \$500	\$3,500 / \$7,000	\$1,400 / \$2,800	riald cap used
Prescription Co-Pay	\$5 / \$20 / \$60	\$10	\$20 / \$60 after deductible		
Office Visit Co-Pay	10% coinsurance after deductible	\$10	n/a	10% after deductible	
Annual Payment in Lieu of Insurance	\$400	\$230 / \$345 / \$400	n/a	\$2,500	1/2 of cost to employer
Employer-Paid Dental (yes or no)	yes	Yes	Yes, employee pays 20%	no	no
Employer-Paid Optical (yes or no)	yes	No	Yes, employee pays 20%	no	no
Employer-Paid Life Insurance (benefit level - i.e. \$25K, 1 X Salary)	\$50K	\$50K	\$50K	Hourly - 1 X Salary Dept Head - 1.25 X Salary	\$15K
Employer-Paid Disability (short term, long term, or both)	both	No	LT	LT	LT
PENSION / RETIREMENT					
What type(s) of retirement programs do you offer? (i.e. Defined Benefit Pension, Defined Contribution, Hybrid, etc.)	DB & DC	DB & DC	Hybrid	DB before 10/2013 Hybrid after 10/2013	DC
Pension Plan:				Tryblid alter 10/2013	
Pension Plan Type (i.e. MERS B2)	MERS B2	MERS B3	Hybrid	MERS B2	
Multiplier (i.e. 2.25%)	2.5%	2.25%	1%	2.25%	
EmployEE Contribution to Pension (2014)	7%			0%	
Defined Contribution Plan (i.e. 401, 457)	DC	Hired after 7/1/21 all FT emp	City pays 7% toward	yes	
EmployER Match / Contribution	No	Cont - 8% / Match 5%	retirement, whatever is left after Pension portion	up to 2%	6.0%
EmployEE Contribution	Voluntary	Up to 5% matched	is paid, goes into the DC	voluntary	3% min
Retiree Health Insurance (yes or no)	Yes	Yes	closed plan	no	closed plan
Employ <u>ER</u> Pays	Yes	50% (employee & spouse)			graduated % based on yrs of service
Age or other eligibility criteria	MERS Definition of Retirement - up to 5 years insurance to age 65	65 or Medicare elegible			10 yrs of service mir to qualify

# APPENDIX C Point Factor Job Evaluation

#### CITY OF LOWELL 2020 POINT FACTOR JOB EVALUATION

Position	TOTAL	Ed & Exp	Judg & Ind	Int & Ext Rel	Supv	Job Complex	Safety	Tech	Impact on Ops	Mental Work	Work Environ
Receptionist *	1,662	197	309	216	0	277	95	110	258	200	0
Deputy City Clerk	1,759	267	374	216	0	309	95	110	258	130	0
Deputy Treasurer	1,790	313	374	174	0	309	95	110	285	130	0
Maintenance Worker **	1,908	243	342	195	0	342	148	100	258	130	150
Equipment Operator / Maintenance Worker	1,931	220	342	174	100	309	148	100	258	130	150
Water Treatment Plant Operator	1,935	243	342	174	0	309	165	110	312	130	150
Oakwood Cemetery Sexton / Downtown Facilities Maintenance	1,958	243	342	174	176	309	130	100	204	130	150
City Clerk	2,295	290	406	237	260	374	95	130	338	165	0
Parks and Streets Supervisor	2,380	220	406	195	260	406	165	110	338	130	150
Utilities Supervisor	2,510	313	406	195	260	406	165	120	365	130	150
Treasurer	2,510	337	503	237	232	471	130	140	365	95	0
Water Plant Superintendent	2,557	337	438	195	204	471	183	120	419	95	95

<sup>\*</sup> Recommended title change to Administrative Assistant

<sup>\*\*</sup> Recommended title change to Utility Operator

#### **FACTOR 1: EDUCATION AND RELEVANT EXPERIENCE**

In using this factor, two separate yet related judgments must be made. First, identify the minimum level of education required to be adequately prepared for the duties and responsibilities of the position. Second, determine the minimum years of relevant experience necessary to adequately perform the job. (Typically found on the position's job description.) NOTE: Rate the MINIMUM requirements of the position, not the attainment of the position incumbent; these may differ.

#### Special Circumstances:

- In many cases experience may substitute for formal education and vice versa. Rate the minimum qualifications of the position, or a combination thereof.
- Positions requiring professional certifications or licensure should be rated at "somewhat more than" the minimum educational and experience level required.
- If a position has both a minimum requirement and a "preferred" level (i.e. BA req'd, MA preferred), rate it at "somewhat more than" for the minimum educational and experience level required.

		MINIM	UM RELATED WO	ORK EXPERI	ENCE REQUI	IRED 4	5
м	NIMUM EDUCATION REQUIRED	Degree	Entry Level, No Exp. Req'd	1 – 2 Yrs.	3 – 4 Yrs.	5 – 6 Yrs.	Over 7 years
A.	No formal education required.	Almost exactly like =	25	50	75	100	125
В.	High school diploma or equivalent.	Almost exactly like = Somewhat more than =	150 173	173 197	197 220	220 243	243 267
C.	Vocational or trade school, or some community college, business school or other specialized training.	Almost exactly like = Somewhat more than =	197 220	220 243	243 267	267 290	290 313
D.	Associates degree or equivalent.	Almost exactly like = Somewhat more than =	243 267	267 290	290 313	313 337	337 360
E.	Bachelor's degree or equivalent.	Almost exactly like = Somewhat more than =	290 313	313 337	337 360	360 383	383 407
F,	Master's degree or additional specialized training and experience.	Almost exactly like = Somewhat more than =	337 360	360 383	383 407	407 430	430 453
G.	PHD or other post-Master's level education.	Almost exactly like = Somewhat more than =	383 407	407 430	430 453	453 477	477 500

### **FACTOR 2: JUDGMENT AND INDEPENDENCE OF ACTION**

This factor describes the level of judgment and independence of action exercised in determining proper courses of action. In evaluating a position against this factor, think about the extent to which policies, procedures, rules and so forth either guide or restrict judgment and independence of the position. Consider also whether peers and/or supervisors are available for collaboration in decision making, and the degree to which the employee is empowered to use discretion.

LE	VEL OF JUDGMENT AND INDEPENDENCE REQUIRED	Degree	Point Value
Α.	Duties and responsibilities of the position are carried out according to straightforward and standardized policies, procedures, rules, etc. There may be an occasional need for the employee to exercise judgment, but others are readily available to assist and discretion is limited. Work is closely monitored and regularly reviewed or subjected	Almost exactly like =	180
	to a "check/balance" system.	Somewhat more than =	212
В.	and responding of the position require that the employee occasionally interpret standard policies	Somewhat less than =	245
	procedures and rules to determine appropriate courses of action. However, the employee would not need significant technical or professional training to effectively interpret standards and guidelines. Basic decisions are made independently while more complex or unique issues are solved collaboratively with peers or supervisors.	Almost exactly like =	277
	Discretion is minimal, and work is monitored on a "spot check" basis.	Somewhat more than =	309
C.	and appropriate of the position require that the elliphoyee technishly interpret policies, procedures and	Somewhat less than =	342
	rules to determine appropriate courses of action. The employee has information available to guide him/her in effective interpretation of standards and guidelines, but a moderate level of discretion is exercised. Most decisions are made independently, though the subject matter is straightforward and peers and supervisors are	Almost exactly like =	374
	available to assist with especially unique situations. Work is monitored on a "case-by-case" basis.	Somewhat more than =	406
D.	The state of the position are developed by Diesel and Complex technical administrative of	Somewhat less than =	438
	professional standards and guidelines. The employee must regularly exercise independent judgment in decision-making, and exercise considerable discretion. The employee performs with a high degree of latitude, and work is monitored on a periodic or exception basis.	Almost exactly like =	471
		Somewhat more than =	503
E.	Duties and responsibilities of the position are not only governed by broad and complex technical, administrative, or professional standards and quidelines, but the ampleyee regulative disease and quidelines.	Somewhat less than =	535
	or professional standards and guidelines, but the employee regularly directs or participates in the development of such standards. The employee performs with virtual independence and regularly exercises considerable discretion. Work is monitored through formal review by major authorities or other policy-making bodies.	Almost exactly like =	568
	The second secon	Somewhat more than =	600

#### **FACTOR 3: INTERNAL AND EXTERNAL RELATIONS**

This factor examines the types and frequency of internal and external contacts a position encounters, and the communication skills needed to successfully handle these contacts.

First, examine the hierarchy of communication skills listed and select the category which reflects the highest requirement of the position. Although a job may entail a variety of levels of contacts, use the highest requirement to determine the point award.

Second, after selecting the highest requirement, determine the frequency with which that activity occurs.

			FREQUENCY	
CC	MMUNICATION SKILLS REQUIRED	Occasionally	Periodically	Frequently
Α.	Minimal internal or external contacts are experienced in the position. Skill in exchanging information and following instructions is required.	90	111	132
B.	Standard internal and external contacts are experienced in the position. Skill in responding to questions, providing explanation of standard procedures, and engaging in conversation is required. Unusual or difficult situations are referred to a supervisor.	132	153	174
C.	Moderately complex internal and external contacts are experienced in the position. Skill in interpreting and translating facts and information, explaining situations and issues, advising others of alternatives and options, and interviewing and developing information from others is required. Unusual or difficult situations are addressed to the extent possible before calling in a peer or supervisor for support.	174	195	216
D.	Complex internal and external contacts are experienced in the position. Skill in motivating others, giving instructions, resolving disagreements, and/or leading meetings or making presentations is required. This position is responsible for the ultimate resolution of unusual or difficult situations.	216	237	258
E.	Extremely complex internal and external contacts are experienced in this position. Skill in leading and persuading others, negotiating contracts, mediating and resolving disputes, and developing and making formal presentations is required.	258	279	300

## FACTOR 4: SUPERVISORY OR MANAGERIAL RESPONSIBILITY

This factor reflects the supervision exercised and management or leadership role assigned to a position. Select first the level of authority exercised, than the span of control as determined by the size of the supervisor's staff.

#### Special Circumstances:

- Count part-time, permanent, year-round staff pro rata.
- Count seasonal workers, volunteers and other "non-permanent" employees pro rata also.
- Do not count prison workers or other labor assigned and managed by an external agency.

			(Both direct	STAFF and indirect r		ationships)	
LE	VEL OF SUPERVISORY AND MANAGEMENT AUTHORITY EXERCISED	Up to 2	3 - 5	6-9	10 - 14	15 - 19	Over 20
Α.	No supervisory or management authority.	0	N/A	N/A	N/A	N/A	N/A
В.	Occasional Leader: On an occasional basis assists in planning and organization of work assignments, instructs or trains others, or leads special projects.	100	148	176	204	232	260
C.	<u>Leader</u> : Regularly involved in planning and coordinating work assignments and monitoring the work progress of others, but does not have the authority found in a formal supervisor position (hire, fire, discipline).	148	176	204	232	260	288
D.	Working Supervisor: Has much of the formal authority of a supervisor position, but may assist or perform the duties of subordinates.	176	204	232	260	288	316
E.	<u>Supervisor</u> : Has the authority to make or effectively recommend important personnel decisions such as hiring, disciplining, terminating, and promoting subordinates.	204	232	260	288	316	344
F <sub>x</sub>	1st Level Manager: Responsible for planning, directing, staffing and controlling employees of a major department or service area; works through one or more subordinate supervisors, including working supervisors.	232	260	288	316	344	374
G.	2 <sup>nd</sup> Level Manager: Similar to a 1 <sup>st</sup> Level Manager, with a greater depth of responsibility due to the use of one or more subordinate 1 <sup>st</sup> Level Managers.	260	288	316	344	374	400

#### **FACTOR 5: JOB COMPLEXITY**

This factor measures the degree of complexity which is characteristic of a position's duties and responsibilities. Complexity is defined as the level of "thinking process" or analytic ability required of a position. In determining the appropriate point assignment, consider *overall* complexity, not unique projects or activities which are rare and impermanent to the position, or assigned to the position incumbent due to individual level talent or interest.

LE	VEL OF COMPLEXITY ENCOUNTERED	Degree	Point Value
A.	Position primarily involves the use of factual information and data that does not present significant variables or ambiguities. Redundant steps, methods and processes are typically well defined, choices involve a limited set of	Almost exactly like =	180
	options and information is readily available to ascertain correct approach.	Somewhat more than =	212
В.	Position primarily involves the use of factual information and data, but may encounter minor variables or ambiguities which require some analytic or basic problem solving ability to select correct action from a limited set of	Somewhat less than =	245
	options. Redundant steps, methods and processes are typically well defined, but the employee must occasionally modify or adapt them to address a situation.	Almost exactly like =	277
	and any an additional to district the distri	Somewhat more than =	309
C.	Position involves both the use of factual information and data, and the modification and continuous improvement of processes. This position regularly addresses variables or ambiguities and requires analytic and problem solving ability to select correct action from an expansive set of options. Steps, methods and processes are a mix of redundant and original tasks, and processes must be occasionally reassessed, modified or adapted to address unique situations.	Somewhat less than =	342
1		Almost exactly like =	374
		Somewhat more than =	406
D.	Position involves the extensive use of analytic and problem solving ability to select correct action from a limitless set of options. Steps, methods and processes are original and must be continuously reassessed, modified or	Somewhat less than =	438
	adapted to address unique situations or realize improvements in process. This level is appropriate for multi- faceted positions with program or service planning responsibilities.	Almost exactly like =	471
	received positions with program or service planning responsibilities.	Somewhat more than =	503
E.	Position is focused on projects involving the dedication of substantial time and effort to researching, organizing and assessing information which contains substantial variables and ambiguities. As a result, steps, methods and	Somewhat less than =	535
	processes are non-existent or original, and the incumbent may be required to develop new and original procedures and processes. An advanced analytic and problem solving ability is required for the position.	Almost exactly like =	568
	and processes. The advanced analytic and problem solving ability is required for the position.	Somewhat more than =	600

## FACTOR 6: RESPONSIBILITY FOR THE SAFETY AND CONVENIENCE OF OTHERS

This factor is concerned with the impact the position's duties have on the safety and convenience of others. In considering the potential impact of a position, consider probable errors which may occur in the regular course of performing a job, not the most extreme consequences.

Second, after selecting the highest, but still probable, consequence, determine the frequency with which opportunity for error presents itself.

		FREQUENCY		:•:
PF	OBABLE CONSEQUENCES OF ERRORS	Occasionally (Monthly)	Periodically (Weekly)	Frequently (Daily)
Α.	Errors in this position would likely cause minor, short-term inconvenience and would not endanger the safety of others. Effect of errors would impact a limited set of individuals.	60	78	95
В.	Errors in this position would likely cause minor but longer term inconveniences that are more difficult to resolve, but would not endanger the safety of others. Effect of errors would impact a limited set of individuals.	95	113	130
C.	Errors in this position could cause significant inconvenience that is difficult to resolve, or may temporarily present a threat to the safety of the public.	130	148	165
D.	Errors in this position would likely cause a major, long-term inconvenience or present a widespread threat to the safety of the public that could produce irreparable harm.	165	183	200

#### FACTOR 7: TECHNOLOGY AND EQUIPMENT USE

This factor measures the level of knowledge and expertise required in a position with respect to utilizing, developing, fabricating and implementing various technology or equipment. Determine first the level of knowledge and skill required of the position (not the level of the position incumbent) and then determine the degree most appropriate for the position.

LE	VEL OF TECHNOLOGICAL/EQUIPMENT KNOWLEDGE AND SKILL REQUIRED	Degree	Point Value
A.	Job duties require:  a knowledge of and ability to use standard office equipment, and display proficiency in the use of computer	Somewhat less than =	60
	software such as word processing and spreadsheet, or	Almost exactly like =	70
	the use and basic maintenance of standard light equipment.	Somewhat more than =	80
В.	Job duties require:  utilization of specialized software such as financial applications, or	Somewhat less than =	90
		Almost exactly like =	100
	<ul> <li>the ability to use, maintain and perform basic repairs on standard light and heavy equipment.</li> </ul>	Somewhat more than =	110
C.			
	<ul> <li>a complex use of, or training others on computer software including specialized applications such as drafting systems GIS, etc, and/or serves as "troubleshooter" for basic systems or software issues, or</li> </ul>	Somewhat less than =	120
	• regularly training or leading others in projects involving the use, maintenance and/or repair of specialized or heavy equipment, or the fabrication of specialized equipment.	Almost exactly like =	130
	reavy equipment, or the raphication of specialized equipment.	Somewhat more than =	140
D.		Somewhat less than =	150
	the development, programming, maintenance and repair of computer systems, databases, networks, GIS or other complex systems.	Almost exactly like =	160
		Somewhat more than =	170
Ε.	Job duties require:	Somewhat less than =	180
	<ul> <li>Supervisory and administrative activities associated with the research, development, purchase and implementation of computer systems, system coordination and related technological advances.</li> </ul>	Almost exactly like =	190
		Somewhat more than =	200
		1	1

## FACTOR 8: IMPACT ON PROGRAMS, SERVICES AND OPERATIONS

This factor measures direct or indirect impact on the programs, services or operations carried out or provided by units of the organization. The nature of such impact is defined as the extent to which effective or ineffective performance of a classification's duties or responsibilities contribute to assure, interfere with, or prevent the achievement of goals, objectives, plans, or other established performance criteria. Rate the classification in terms of its probable consequences, as opposed to potential consequences which rarely, if ever, occur.

N/	ATURE OF IMPACT	Degree	Point Value
Α.	The work product, though important to the organization, is not directly tied to other work processes. Errors are readily detected or apparent and have a relatively minor impact on overall operations.	Almost exactly like = Somewhat more than =	150 177
В.	The work products and purpose of the job directly affect the accuracy, reliability, or acceptability of other work processes. Completed work has a direct relationship to other important activities or related work within one or more organization units.  Errors are normally detected in succeeding operations and involve expenditure of time to trace and correct. Consequences would affect the work of others or cause inconvenience to the public. There also may be	Somewhat less than =  Almost exactly like =  Somewhat more than =	204 231 258
C,	The work products and purpose of the job contribute to the attainment of immediate, on-going goals and objectives. The job may affect the short-term success of programs, services, or operations, but does not materially.	Somewhat less than =	285
	influence or impact long-range direction, planning or control. The job affects the design or operation of systems, programs or equipment.  Errors are difficult to detect and would result in inaccurate reports, incomplete or misleading information, invalid test results, unsound recommendations, or incorrect decisions.	Almost exactly like = Somewhat more than =	312 338
D.	The work products and purpose of the job have a significant impact on major aspects of programs, services and operations. Responsibilities may be shared among individuals or may be a direct responsibility. Influence extends to both short- and long-term matters affecting an organizational component. Errors would not be detected through normal means, but would become apparent later through subsequent activities or events.	Somewhat less than = Almost exactly like =	365 392
		Somewhat more than =	419
Ξ.	The work products and purpose of the job have a major direct controlling impact on all aspects and phases of program, service or operations management. Decisions and overall influence contribute directly to the image of success and future of programs, services or operations and have a major long-term impact.	Somewhat less than =  Almost exactly like =	437 473
		Somewhat more than =	550

## FACTOR 9: INTENSITY AND DEMAND FOR CONCENTRATION

This factor uses two environmental components to measure the extent to which the position requires mental concentration and focus on the job. Determine the frequency with which each environmental factor occurs and add the values together for a total point award.

	FREQUENCY		
ENVIRONMENTAL FACTORS	Occasionally	Periodically	Frequently
Mental Concentration: The task detail regularly required of the position (i.e. working with figures, paperwork, fine motor skills)	30	65	100
Focus: The extent to which the position is regularly subjected to distracting influences such as people, phones, etc.	30	65	100

TOTAL POINTS FROM ENVIRONMENTAL FACTORS (1+2) =

#### **FACTOR 10: WORK ENVIRONMENT**

This factor measures the degree to which a position is subjected to unpleasant or adverse working conditions as a function of the job, and the type and frequency of physical demands placed on a position. Office "climate control" issues are *not* considered an unpleasant or adverse condition, nor are standard requirements for lifting and/or moving light weight items in a normal office setting considered a physical demand.

Determine first the highest condition or demand encountered as a function of the position (A, B, or C) then the frequency with which that condition is experienced.

			FREQUENCY	
. V	ORKING CONDITIONS	Occasionally	Periodically	Frequenti
A	Work is carried on in a normal office setting.	0	N/A	N/A
В	Work environment is mildly disagreeable due to outside weather conditions, poor ventilation, noise, unsafe areas or situations, and other factors which require adjusting to or accommodating these uncomfortable situations.	25	30	60
С	Work environment is very disagreeable due to extreme weather conditions, strong odors and fumes, dangerous chemicals, confined spaces, precarious places, loud noise, and other hazards which require the use of special safety equipment and substantial physical or mental accommodation to perform the job.	60	90	120
_P	HYSICAL DEMANDS	Occasionally	Periodically	Frequently
Α	No unusual physical activity or exertion is required.	0	N/A	N/A
	Position requires moderate physical exertion associated with operating light equipment, monitoring and calibrating machinery and equipment, or lifting and/or moving items of moderate weight (25 lbs.	25	30	60
В	or more).			

#### **POINT TALLY**

# List the point award for each factor and total accordingly

Factor	Point Award
Education and Relevant Experience	
Judgment and Independence of Action	
Internal and External Relations	
Supervisory or Managerial Responsibility	
Job Complexity	
Responsibility for the Safety and Convenience of Others	
Technology and Equipment Use	
Impact on Programs, Services and Operations	
Intensity and Demand for Concentration Mental Concentration + Focus + Intensity	
Working Environment Working Conditions + Physical Demands	
TOTAL POINTS	

### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** April 17, 2020

TO:

Mayor DeVore and the Lowell City

Council

FROM:

Michael T. Burns, City Manager My

RE:

Gift from Staal Estate

The City of Lowell will soon be receiving a gift from the estate of Cheryl Ann Staal. Cheryl Ann Staal deceased on September 1, 2019 and resided at 738 High Street. We have been notified from the executor of her estate that the City will receive \$78,749 from the sale of her home very soon.

There are no exclusions as to what the City could do with the proceeds. However, we have been asked to use a small portion of the funds for some sort of memorial for the deceased parents George and Esther Staal who were involved in Lowell for many years before their passing. I have spoken with the executor, and we are looking at placing a bench at one of our parks to memorialize them. The Public Works Director and I are looking into this option.

With the remaining funds, I would like to put them towards retirement health care payments. We have 8 current employees who will be eligible to retire before June 30, 2025. All of them currently are eligible for five years healthcare along with their spouse or until Medicare were to be established. Recently, we placed \$20,500 from the sale of 2560 Bowes Road into a designated fund. I am also beginning to prefund some funds for employees so it is not as much of an expenditure to our funds. By allowing this amount we would have close to \$100,000 in funds for this not including the amount set aside for each employee.

The use of these funds in this matter would ease potential concerns in the future. I am recommending the City of Lowell use the gifted funds from the Cheryl Ann Staal estate be used for future retirement health care of our employees after a small portion has been set aside to memorialize George and Esther Staal.

### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 14, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager My

RE: High Street Vacation

As part of the settlement with Unity Schools Investors, LLC the City agreed to the partial vacation of the north 15 feet of High Street from Monroe Street to the west edge of the existing Unity School building on the 219 High Street Parcel with the ownership transferred to Unity.

Since this time, Unity has filed action regarding the vacated parcel and is making the request for the action.

Attached is Resolution 11-20 for the City to approve stating we approve the partial vacation of High Street in conjunction with our settlement agreement.

I am recommending the Lowell City Council approving Resolution 11-20 to approve partial vacation of the High Street plat.

### CITY OF LOWELL KENT COUNTY, MICHIGAN

### RESOLUTION NO. <u>11-20</u>

RESOLUTION APPROVING PARTIAL VACATION OF CERTAIN RIGHT OF WAY AND EASEMENT INTERESTS AS REFERENCED IN PARAGRAPH 3 OF THE SETTLEMENT AGREEMENT DATED AS OF JANUARY 1, 2020.

Councilmember	, supported by Councilmember	, moved
the adoption of the follow	ving resolution:	

WHEREAS, the City entered into a Settlement Agreement dated as of January 1, 2020 with Unity School Investors, LLC ("Unity"); and

WHEREAS, paragraph 3 of the Settlement Agreement (a copy of which is attached as part of Exhibit A) states that the City will support the partial vacation of the north 15 feet of High Street from Monroe Street to the west edge of the existing Unity School building on the 219 High Street Parcel with ownership of said vacated property (the "Vacated Parcel") to be transferred to Unity; and

WHEREAS, Unity commenced an action regarding the Vacated Parcel entitled *Unity School Investors, LLC v. City of Lowell, et al.*, Kent County Circuit Court Case Number 20-01250-CE (the "Vacated Parcel Action"); and

WHEREAS, Unity is preparing to submit a proposed Judgment ("Proposed Judgment") in the form attached as Exhibit A for entry by the Court in the Vacated Parcel Action.

### NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City, pursuant to M.C.L. §560.226 and the Settlement Agreement, approves partial vacation of interests described in the Proposed Judgment and paragraph 3 of the

Settlement Agreement, subject to Unity meeting filing and platting requirements referred to in the
Proposed Judgment.
2. That all resolutions or parts of resolutions in conflict herewith shall be and the same
are hereby rescinded.

are nereby res	scinded.		
YEAS:	Councilmembers		
NAYS:	Councilmembers		
ABSTAIN:	Councilmembers		
ABSENT:	Councilmembers		
RESOLUTIO	ON DECLARED ADOPTED.		
Dated: May 1	8, 2020		
•		Susan Ullery	
		City Clerk	

### **CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on May 18, 2020, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 18, 2020

Susan Ullery City Clerk

### STATE OF MICHIGAN

### IN THE 17th CIRCUIT COURT FOR THE COUNTY OF KENT

UNITY SCHOOL INVESTORS, LLC

Case No. 20-01250-CE

Plaintiff,

Hon. Paul J. Sullivan

V

CITY OF LOWELL, a Michigan Municipal Corporation, LOWELL LIGHT & POWER, KING MILLING COMPANY, a Michigan Corporation, JUSTIN ST JOHN, an Individual, SHAWN DULIN, an Individual, BRIAN AND SAMANTHA PATRICK, Individuals, MATTHEW DYKSTRA, an Individual, JULIE DEVOE AND CLIFFORD YANKOVICH, Individuals, MICHIGAN DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH, a Michigan government agency, KEN YONKER AS KENT COUNTY DRAIN COMMISSIONER, a Department of Kent County, MARK RAMBO AS CHAIRPERSON OF BOARD OF COUNTY ROAD COMMISSIONERS, Board of Kent County, PAUL C. AJEGBA AS DIRECTOR OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION, a Department of the State of Michigan, COMCAST aka XFINITY, a corporation, DANIEL EICHINGER AS DIRECTOR OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a Department of the State of Michigan.

Defendants.

Steven E. Bratschie (P35726) Michelle Born-Fischer (P67527) BRATSCHIE & BORN, P.C. Attorneys for Plaintiff 2180 44th Street, S.E., Suite 300 Grand Rapids, MI 49508 (616) 454-6005 Geoffrey A. Fields (P41788)
DICKINSON WRIGHT PLLC
Attorneys for Defendants City of Lowell and
Lowell Light & Power
200 Ottawa Ave., N.W., Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

Danielle Allison-Yokom (P70950)
Assistant Attorney General
Environment, Natural Resources and Agriculture Division
Attorney for MDOT, LARA and DNR
PO Box 30755
Lansing, MI 48909
(517) 335-7664

### JUDGMENT TO VACATE A PORTION OF ROAD RIGHT OF WAY ON HIGH STREET, LOWELL MICHIGAN

At a session of court held in the courthouse in Grand Rapids, Kent County Michigan, on \_\_\_\_\_.

Present: Honorable Paul J. Sullivan

Circuit Court Judge

This matter has come before the court on Plaintiff's Motion for Entry of Judgment to Vacate a Portion of Road Right of Way known as High Street, Lowell, MI (Plaintiff's Motion) to document the resolution of this case with this Judgment to Vacate a Portion of High Street (the Judgment); certain defendants have answered Plaintiff's complaint and stipulated to the entry of this Judgment (the Stipulating Defendants), as demonstrated by the Signatures below approving entry of this Judgment; certain other defendants have been defaulted after not appearing in this action (the Defaulting Defendants); and the court being otherwise fully advised in this matter:

### STATEMENT OF FACTS

1. This action involves the vacation of a portion of High Street, a public road right away located in the City of Lowell located between two parcels located at 238 High Street ("Southern Parcel") to the south and 219 High Street ("Northern Parcel"), to the north, Monroe Street to the East, and the Flat River to the west, City of Lowell, County of Kent, State of Michigan. The area of High Street to be vacated is legally described as follows:

A 15.0 foot wide parcel being that part of High Street in Avery's Plat, City of Lowell, Kent County, Michigan, according to the Plat thereof, as recorded in Liber 24 of Plats, Page 12, described as: Beginning at the Southeast corner of Lot 6, Block 28 of said plat; thence S15°39'30"E 15.00 feet along the extended East line of said Lot 6; thence S74°18'W 222.30 feet parallel with Southerly line of said Block 28; thence N15°39'30"W 15.00 feet parallel with the East line of said Lot 6 to the Southerly line of said Block 28; thence N74°18'E 222.30 feet along said Southerly line to the Place of Beginning. ("Vacated Street Area").

A copy of the Vacated Street Area Survey is attached as Exhibit 1.

2. Plaintiff Unity School Investors, LLC ("USI") is the owner of the Northern Parcel which is legally described as

### follows:

Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block 28, Avery's Plat, according to the Plat thereof, as recorded in Liber 24 of Plats Page 12. Also, the East 8.30 Feet of Lots 1 and 10, Block 28, Avery's Plat, according to the Plat thereof, as recorded in Liber 24, of Plats, Page 12.

- 3. The Vacated Street Area will be added to the Northern Parcel once approved.
- 4. This action was filed pursuant to the Land Division Act, MCL 560.221 et seq., seeking to have the Vacated Street Area vacated.
- 5. Defendant Lowell is the municipality in which the Avery Subdivision and Vacated Street Area is located and was joined as a defendant in this action as required by MCL 560.224a(1)(b).
- 6. Defendant, Shelly Edgerton as Director of Michigan Department of Energy, Labor, and Economic Growth ("DELEG") located at Ottawa Building, 611 West Ottawa, P.O. Box 30004, Lansing, MI 48909. DELEG is a party as provided by MCL 560.224(a)(1)(c).
- 7. Defendant, Ken Yonker, as Kent County Drain Commissioner ("Drain Commissioner") located at 1500 Scribner Ave, NW, Grand Rapids, MI 49504. The Drain Commissioner is a party as provided by MCL 560.224(a)(1)(d).
- 8. Defendant, Mark Rambo, as Chairperson for the Board of Kent County Road Commissioners ("Chairperson Bd Kent Co. Road"), located at 1500 Scribner Ave, NW, Grand Rapids, MI 49504. The Chairperson Bd Kent Co. Road is a party as provided by MCL 560.224(a)(1)(d).
  - 9. Defendant, Paul C. Ajegba as Director of the Michigan Department of

Transportation, a Department of the State of Michigan ("DOT"), located at 425 W. Ottawa St., P.O. Box 30050, Lansing, MI 48909. The DOT is a party as provided by MCL 560.224(a)(1)(d).

- 10. Defendant, Comcast aka Xfinity, is a Corporation headquartered at One Comcast Center, Philadelphia, PA 19103. Comcast is a party provided by MCL 560.224(a)(1)(e).
- 11. Defendant, Daniel Eichinger, as Director of the Michigan Department of Natural Resources, ("DNR"), located at Department of Natural Resources Executive Division, P.O. Box 30028, Lansing, MI 48909. The DNR is a party as provided by MCL 560.224(a)(1)(f).
- 12. The remaining defendants are owners of record title of parcels of land that are included in or located within 300 feet of the lands described in Plaintiff's complaint. They were joined in this action as defendants as required by MCL 560.224a(1)(a).
- 13. Plaintiff represents that all parties have been joined as required by MCL 560.224a(1).
- 14. Plaintiff is requesting vacation of the Vacated Street Property due to the fact that a current building structure encroaches on a portion of the Vacated Street Property and to allow for a parking area as contemplated by the Settlement Agreement attached as **Exhibit 2**.
- adopted a resolution No. \_\_\_\_\_\_\_ vacating the subject easements and rights-of-way not previously vacated.
- 16. Plaintiff and the Stipulating Defendants have approved the entry of this Order to resolve this action according to the terms set forth below.
- 17. Plaintiff represents that defaults were entered against the following Defaulting Defendants who failed to appear:

Ken Younker, Kent County Drain Commissioner King Milling Company Julie DeVoe Clifford Yankovich Shawn Dulin Matthew Dykstra Brian Patrick and Samantha Patrick Justin St. John Comcast aka Xfinity

Plaintiff seeks for this court to enter this Judgment against each of the Defaulting Defendants, which is consistent with the terms agreed to by the Stipulating Defendants. This Judgment is, as to the Defaulting Defendants, a Default Judgment.

### IT IS ORDERED THAT:

- 1. The Vacated Street Area legally described in Exhibit 1 is hereby vacated.
- 2. Title to the Vacated Street Area as described above, is hereby vested in Plaintiff pursuant to MCL 560.227a(1).
- 3. Only lawfully existing recorded easements located within the boundary of the Vacated Street Area are preserved.
- 4. A certified copy of this Judgment shall be recorded by Plaintiff in the office of the Kent County Register of Deeds within 30 days from the date of entry of this Judgment, as required by MCL 560.228, and a copy of the recorded Judgment shall be provided to the Michigan Department of Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation, within 30 days of its recording.
- 5. Plaintiff shall also prepare and file within 90 days of the entry of this Judgment an amended plat for **the Avery Subdivision** for the review and approval of the Michigan Department of Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation. The amended plat must be consistent with this Judgment and in recordable form, in accordance with the Land Division Act, MCL 560.101 et seq.

	6.	This Judgment applies to the Stipula	ting Defendants and the Defaulting
Defend	lants.		
	7.	This resolves the last pending claim	in this matter and closes this case.
Dated:			
			Hon. Paul J. Sullivan Circuit Court Judge
STIPU	LATIN	G DEFENDANTS:	
LOWE	LL MI	CHIGAN AS SET FORTH HERI	O VACATE A PORTION OF HIGH STREET, EIN AND STIPULATE TO THE ENTRY NTRY AS TO FORM AND CONTENT
			KENT COUNTY ROAD COMMISSION
Dated:			By: Steven A. Warren, Managing Director
			MICHIGAN DEPARTMENT OF ENERGY LABOR AND ECONOMIC GROWTH
Dated:			By:

### MICHIGAN DEPARTMENT OF TRANSPORTATION

Dated:	By:
	MICHIGAN DEPARTMENT OF NATURAL RESOURCES
Dated:	By: Danielle Allison-Yokom (P70950)
	CITY OF LOWELL
Dated:	By:
	LOWELL LIGHT & POWER
Dated:	By:
APPROVED AS TO FORM FOR ENTRY	
DICKINSON WRIGHT PLLC	STATE OF MICHIGAN
By: Geoffrey A. Fields (P41788) Attorneys for City of Lowell and Lowell Light and Power	By:
Prepared by: Steven E. Bratschie (P35726)	

Steven E. Bratschie (P35726)
Bratschie & Born P.C.
Attorneys for Plaintiff Unity School Investors, LLC
2180 44<sup>th</sup> Street, S.E., Suite 300
Grand Rapids, MI 49508
(616) 454-6005

Project No. 181278-15-PARCEL

Date: January 20, 2020

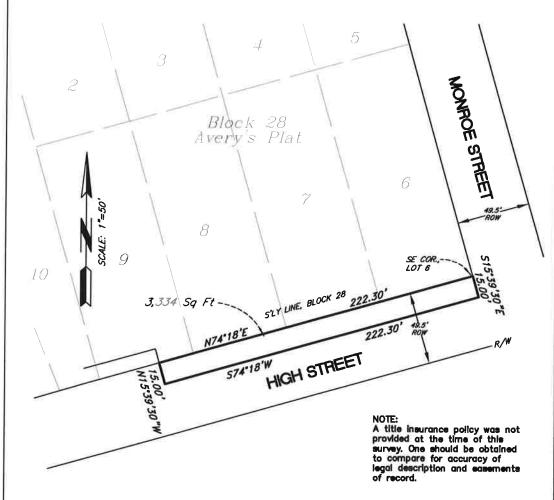
For: Todd Schaal **Estes Group** 

124 E Fulton, Suite 301 Grand Rapids, MI 49503

Prop. Address: 219 High St

### LEGAL DESCRIPTION

A 15.0 foot wide parcel being that part of High\_Street in Avery's Plat, City of Lowell, Kent County, Michigan, according to the Plat thereof, as recorded in Liber 24 of Plats, Page 12, described as: Beginning at the Southeast corner of Lot 6, Block 28 of said plat; thence S15°39'30"E 15.00 feet along the extended East line of said Lot 6; thence S74°18'W 222.30 feet parallel with the Southerly line of said Block 28; thence N15°39'30"W 15.00 feet parallel with the East line of said Lot 6 to the Southerly line of said Block 28; thence N74°18'E 222.30 feet along said Southerly line to the Place of Beginning.



This drawing is for legal description purposes only. No property corners were set and no improvements were located.

### LEGEND

- o IRON STAKE SET
- . IRON FOUND
- WOOD STAKE
- R RECORDED DIMENSION
- DEED DIMENSION
- PLATTED DIMENSION
- M MEASURED DIMENSION
- © CENTERLINE \*-x-FENCE LINE



5055 PLAINFIELD AVENUE, NE GRAND RAPIDS, MICHIGAN 49525 TELE. (616) 361-7220 FAX (616) 361-1822



BY New Star

### SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into between the City of Lowell ("City") and Unity School Investors, LLC ("Unity"). The effective date ("Effective Date") of this Settlement Agreement is January 1, 2020.

### Recitals

Unity owns certain real property located at 238 High Street and 219 High Street in Lowell, Michigan. The real property located at 238 High Street ("238 High Street Parcel") is described in Exhibit A to this Settlement Agreement, and the property located at 219 High Street ("219 High Street Parcel") is described in Exhibit B to this Settlement Agreement.

The City filed a condemnation lawsuit against Unity involving an easement for the 238 High Street Parcel in a case entitled City of Lowell v. Unity School Investors, LLC, et al., Kent County Circuit Court, Case Number 19-05347-CC (the "Lawsuit"). In response, Unity filed claims against the City involving the 238 High Street Parcel and 219 High Street Parcel (collectively, the "Property").

The City and Unity have agreed to settle all claims that were or could have been asserted in the Lawsuit regarding the Property based on the terms below.

### Terms

The City and Unity agree as follows:

Parcel, subject to all existing easements or encumbrances of record (other than any debt secured thereby) in exchange for \$225,000 (the "Purchase Price"). Closing of the purchase, which shall include discharge of any existing mortgages on the 238 High Street Parcel, shall occur within 30

days of City Council approval of the purchase. Taxes will be prorated to the date of closing on a calendar year basis.

- 2. Upon receipt of the Purchase Price at the closing, Unity shall convey its interests in the 238 High Street Parcel to the City subject to all existing easements or encumbrances of record (other than any debt secured thereby).
- 3. The City will support the partial vacation of the north 15 feet of High Street from Monroe Street to the west edge of the existing Unity School building on the 219 High Street Parcel with ownership of said vacated property (the "Vacated Parcel") to be transferred to Unity.
- 4. Unity will, at its cost, construct curbs, gutters, and sidewalks in accordance with promulgated City standards, along and within the Vacated Parcel.
- 5. There will be no limitation on the number of curb cuts that Unity, at its cost, constructs along the south side of its property accessing the 219 High Street Parcel, provided that such curb cuts are constructed with applicable industry standards.
- 6. The City and Unity will share equally the cost, including legal fees, of the (a) partial vacation referenced in paragraph 3 above, and (b) re-platting of the realignment of High Street next to the 219 High Street Parcel.
- 7. Subject to the following conditions, the City and Unity agree to exchange by quit claim deeds ownership of property as follows: the City shall convey to Unity approximately 7 feet by 263.2 feet along with west side of the 219 High Street Parcel (the "Seven Foot Parcel"), and Unity shall convey to the City a portion of the southwest corner of the 219 High Street Parcel that runs 10 feet north and 50 feet east and west of the 219 High Street Parcel. The conditions are:

- (a) The City Assessor and MDNR shall have determined the exchange is of equal value;
  - (b) The MDNR shall have approved the exchange of the property;
- (c) The exchange receives the affirmative vote of 4 members of the City Council as required by the City Charter.
- (d) Unity will, at its cost, cause to be prepared the boundary survey map and legal description of the new park boundary as required by the MDNR and share equally with the City the cost of an appraisal of said properties, if required by the MDNR.
- (e) Upon conveyance of the Seven Foot Parcel to Unity, the City shall retain an easement for underground utility and communication lines.
- (f) Unity will provide the City, for \$1 consideration, an easement for the existing underground utility and communication lines and related facilities within the southwest corner of the 219 High Street Parcel, to the extent such property has not been conveyed to the City by quit claim deed.
- 8. If the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") requires Unity to provide for floodplain mitigation at the 219 High Street Parcel, the City will provide a location for a cross-cut along a portion of the banks of Stoney Lake. Unity will be responsible to provide, at its cost, the require testing of the soils to be removed, with the results provided to the City, and for the removal and proper disposal of the soils. The party removing and disposing of the soils will be required to carry appropriate liability insurance with the City named as an additional insured.
  - 9. As a result of the foregoing, the change in boundary lines alone High Street on the

south and west of the approved Planned Unit Development ("PUD") relating to the Property, with no reduction in density or increment of buildings, are deemed to be minor amendments to the PUD, pursuant to Section 13.13(B) of the City's Zoning Ordinance, which amendments shall be reviewed and approved administratively by the City's zoning enforcement officer.

- 10. Upon execution of this Settlement Agreement, counsel for the parties shall prepare and file a Stipulated Order To Dismiss All Claims With Prejudice And Without Costs (in the form attached to this Settlement Agreement as Exhibit C) for entry by the Court in the Lawsuit.
- 11. Unity further waives and releases any claims for the City's, City's Department of Light and Power, the Lowell Area Public Schools', or Comcast/Xfinity's past, current, and future use of the 219 High Street Parcel and 238 High Street Parcel through existing known easements of record and/or existing above ground or underground lines, including any related facilities for utility and communication services that are currently subject to written Easement agreements or are contemplated to be given by Unity pursuant to this Settlement Agreement.
- 12. This Settlement Agreement is the entire agreement of the parties and no prior negotiations, agreements, or other understandings may be used to explain this Settlement Agreement.
- 13. This Settlement Agreement and its terms may not be amended, modified, waived, or assigned except in a writing signed by all parties to this Settlement Agreement.
- 14. Nothing in this Settlement Agreement, express or implied, is intended to confer any rights or remedies to any persons or entities other than the parties to this Settlement Agreement; and, no other person or entity is intended to or shall be entitled to claim rights or obtain remedies by

reason of this Settlement Agreement as a third-party beneficiary.

- 15. This Settlement Agreement was negotiated jointly by counsel for the parties and shall not be construed against any party as the drafter if there is any question as to the meaning of this Settlement Agreement or any of its terms.
  - 16. Michigan law governs this Settlement Agreement.
- 17. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 18. The undersigned have read this Settlement Agreement, understand it fully, and each is fully authorized to sign on behalf of the entity for whom each sets forth her or his signature below.

CITY OF LOWELL

By: 191

Miehael DeVore, Mayor

Attest

Susan Ullery, City Clerk

UNITY SCHOOL INVESTORS, LAC

By:

-

(print name)

Ite-

# Exhibit A

Property Search

Tax Description

Parcel Number: 41-20-02-404-003 Property Address: 238 HIGH ST SE

### Description

PART OF BLK 1 COM 300 FT NWLY ALONG WLY LINE OF MONROE ST /49.5 FT WIDE/ FROM N LINE OF AVERY ST /49.5 FT WIDE/ TH SWLY PAR WITH NLY LINE OF AVERY ST 75 FT TH SLY PAR WITH WLY LINE OF MONROE ST 80 FT TH SWLY PAR WITH NLY LINE OF AVERY ST TO A LINE WHICH EXT SLY FROM A PT 18.3 FT E ALONG N LINE OF LOT 5 OF LBK 1 OF SD PLAT TO A PT 63.6 FT NELY ALONG S LINE OF SD LOT 5 FROM SW COR THEREOF TH NWLY ALONG SD EXT LINE TO S LINE OF HIGH ST /49.5 FT WIDE/ TH NELY ALONG SD S LINE TO WLY LINE OF SD MONROE ST TH SELY TO BEG \* AVERY'S PLAT

# Exhibit B

## Property Search Tax Description

Parcel Number: 41-20-02-260-003 Property Address: 219 HIGH ST SE

Description

412002260003 LOTS 2 TO 9 INCL BLK 28 ALSO E B.30 FT OF LOTS 1 & 10 \* AVERY'S PLAT SPLIT/COMBINED ON 02/03/2015 FROM 41-20-02-256-004, 41-20-02-259-001, 41-20-02-259-002, 41-20-02-260-001;

# Exhibit C

### STATE OF MICHIGAN

### KENT COUNTY CIRCUIT COURT

CITY	' OF	LOY	W	FI	Ι.
V11 1			* *		_

Plaintiff and Counter-Defendant,

Case Number 19-05347-CC

V.

Honorable J. Joseph Rossi

UNITY SCHOOL INVESTORS, LLC,

Defendant and Counter-Plaintiff,

and

OETMAN EXCAVATING, LLC,

Defendant.

Geoffrey A. Fields (P41788) Dickinson Wright PLLC Attorneys for City of Lowell 200 Ottawa NW, Suite 1000 Grand Rapids, Michigan 49503 616-336-1017 Steven E. Bratschie (P35726) Attorney for Defendants

William Horn (P33855) Attorney for Unity School Investors, LLC

## STIPULATED ORDER TO DISMISS ALL CLAIMS WITH PREJUDICE AND WITHOUT COSTS

At a session	1 of Court	theld in Grand Rapids, Kent County
Michigan on		- 178 1-8 2020
PRESENT:	Honorable	OCEDII DOCCI
		Circuit Court Judge

Pursuant to MCR 2.504 and upon stipulation of the parties, this action is dismissed with prejudice and without costs to any party. This disposes of the last remaining claim and closes this case.

### J. JOSEPH ROSSI

Dated: 1411 1 3 2020, 2020

Circuit Court Judge

### STIPULATION

The parties, by their respective counsel, stipulate to entry of the above Stipulated Order to

Dismiss With Prejudice And Without Costs.

Dickinson Wright PLLC

Attorneys for City of Lowell

By: Geoffrey A. Fields (P41788)

Bratschie & Born, P.C.

Attorneys for Defendants

By: Steven E. Bratschie (P35726)

Mika Meyers, P.C.

Attorneys for Unity School Investors, LLC

By: William Horn (P33855)

GRAPIDS 60868-152 584476v1

### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 14, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager Mb

RE: Water billing late fees

Since the COVID-19 pandemic began in March, the City has not issued late fees for not meeting water billing deadlines. When I presented this item on how you wanted to handle further, the council agreed to continue waive fees in April but asked that I bring back the issue in May.

I have been informed we have a number of people utilizing a payment plan to address their bills. That said, if shutoffs were allowed currently, the City would have only shut off 14 accounts for delinquency after the April billing was due. This is not a very high number for the City. We have a number of people who are a month behind however, this is a common thing even when the economy was better.

As Manager, I don't see an issue at this time continuing to waive late fees for a few months as this still plays out. It appears that we are getting pretty decent compliance from our customers. I know of a number of cities who have waived late fees until the end of the year. I am not sure I would want to consider doing this now. If you were to waive fees, maybe consider until the end of August and come back and reconsider for September.

There is also the option of reinstituting the fee. I can see arguments for both side of the debate on the issue. I don't want to create a system to reward people to not follow their obligations. That said, City Administration will stand ready to follow any course of action provided.

### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 14, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager [1]

**RE:** Progressive Heating and Cooling

**Maintenance Agreements** 

Attached are proposed Preventive Maintenance Agreements between the City and Progressive Heating, Cooling & Refrigeration (Lowell) to provide routine service, inspection and cleaning of heating and cooling equipment located Lowell City Hall, DPW Building, the Lowell Historical Museum and the Englehardt Library.

The cost for the service are as follows:

- City Hall \$1,668
- DPW Building \$448
- Library \$1,592
- Museum \$720

This is an annual agreement and the cost does not include repairs to the system. Progressive has been providing routine repair services to the City since 2016. I should note these prices have been the same amount for four years. Progressive did mention to me the possibility of a slight increase next time the agreement is renewed. Funds have been budgeted for these expenses.

I recommend that the Lowell City Council approve the Preventative Maintenance Agreements with Progressive Heating, Cooling & Refrigeration, Inc. as presented. 1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020
To: City of Lowell
Attn: Mr. Mike Burns

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan

## **HEATING, COOLING**& REFRIGERATION, INC

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020	Proposal Number:	030620
By and Between:		
Progressive Heating Cooling & Refrigeration, Inc. (Contractor)	AND City of Lowell (Customer)	
Contractor will provide services as described on Pront on schedule A at City Hall 301 E. Main location.	eventive Maintenance Agreement	t Estimate for the equipment listed
Coverage will commence on signed fully executed \$417.00 quarterly after maintenance has been per	contract as dated. Total agreeme formed beginning on the effective	nt price is \$1,668.00, payable date of 03/01/2020.
This agreement, when accepted in writing below a entire agreement between Contractor and Custom	nd approved by the Contractor re ner and supersede any previous ag	presentative shall constitute the reements.
This proposal is the property of Contractor and is passed and a page of the Customer are signature below. This Agreement sets forth all of the person has authority to make any claim, represent expressed herein.	nd approved by the Contractor's re he terms and conditions binding u	epresentative as evidenced by their upon the parties hereto; and no
Customer Authorized Representative	<u>Paul Flanaga</u> Contractor F	an Representative
Customer Representative Signature	Contractor S	iignature

Date

Date

### Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
2	Boilers	RayPack		
5	Pumps	B&G / Grunfoss		
2	Roof Top Units	Aaon	RK-16 / RK-40	
1	Make-up Air	Rapid	M-2010	S-029228
1	Monoxide Exhaust	Greenheck		
	Fan			
3	Roof Exhaust Fans	Greenheck		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

### **TERMS AND CONDITIONS**

- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount
  to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- 8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

### SPECIAL SERVICES/PROVSIONS

### **CLEAN AIR ACT**

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020 To: City of Lowell Attn: Mr. Mike Burns

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020	Proposal Number: 030920
By and Between:	
Progressive Heating Cooling & Refrigeration, Inc. (Contractor)	AND City of Lowell (Customer)
Contractor will provide services as described on P on schedule A at DPW 217 S. Hudson location.	reventive Maintenance Agreement Estimate for the equipment listed
Coverage will commence on signed fully executed quarterly after maintenance has been performed	contract as dated. Total agreement price is \$448.00, payable \$112.00 beginning on the effective date of 03/01/2020.
This agreement, when accepted in writing below a entire agreement between Contractor and Custon	and approved by the Contractor representative shall constitute the ner and supersede any previous agreements.
Agreement only after accepted by the Customer a signature below. This Agreement sets forth all of the signature below.	provided for Customer's use only. This proposal will become a binding and approved by the Contractor's representative as evidenced by their the terms and conditions binding upon the parties hereto; and no tation, promise or condition on behalf of Contractor which is not
Customer Authorized Representative	Paul Flanagan Contractor Representative
Customer Representative Signature	Contractor Signature
	9

Date

Date

### Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
3	Infra-Red Heaters			
1	Roof Top Unit	Bryant		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

### **TERMS AND CONDITIONS**

- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount
  to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

#### SPECIAL SERVICES/PROVSIONS

### **CLEAN AIR ACT**

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020 To: City of Lowell Attn: Mr. Mike Burns

RE: Preventative

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan

# HEATING, COOLING & REFRIGERATION, INC

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020

Proposal Number: 030820

By and Between:

Progressive Heating Cooling & Refrigeration, Inc.

AND

City of Lowell

(Contractor)

(Customer)

Contractor will provide services as described on Preventive Maintenance Agreement Estimate for the equipment listed on schedule A at KDL – Englehardt Branch 200 N. Monroe St. location.

Coverage will commence on signed fully executed contract as dated. Total agreement price is \$1,592.00, payable \$398.00 quarterly after maintenance has been performed beginning on the fully executed date.

This agreement, when accepted in writing below and approved by the Contractor representative shall constitute the entire agreement between Contractor and Customer and supersede any previous agreements.

This proposal is the property of Contractor and is provided for Customer's use only. This proposal will become a binding Agreement only after accepted by the Customer and approved by the Contractor's representative as evidenced by their signature below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Customer Authorized Representative	Paul Flanagan Contractor Representative			
,	contractor representative			
Customer Representative Signature	Contractor Signature			
Date	Date			

#### Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
1	Boilers	Weil Mclain	P-678-W	
3	Pumps	B&G / Grunfoss		
3	Air Handlers	York	96-281020A /B / C	
3	Condensing Units	York		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

#### **TERMS AND CONDITIONS**

- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount
  to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- 10. In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

#### SPECIAL SERVICES/PROVSIONS

#### **CLEAN AIR ACT**

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020 To: City of Lowell Attn: Mr. Mike Burns

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling control
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan

# HEATING, COOLING & REFRIGERATION, INC

1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: March 6, 2020

Proposal Number: 031220

By and Between:

Progressive Heating Cooling & Refrigeration, Inc.

AND

City of Lowell

(Contractor)

(Customer)

Contractor will provide services as described on Preventive Maintenance Agreement Estimate for the equipment listed on schedule A at Historical Museum 325 West Main St. location.

Coverage will commence on signed fully executed contract as dated. Total agreement price is \$720.00, payable \$180.00 quarterly after maintenance has been performed beginning on the fully executed date.

This agreement, when accepted in writing below and approved by the Contractor representative shall constitute the entire agreement between Contractor and Customer and supersede any previous agreements.

This proposal is the property of Contractor and is provided for Customer's use only. This proposal will become a binding Agreement only after accepted by the Customer and approved by the Contractor's representative as evidenced by their signature below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Customer Authorized Representative	Paul Flanagan Contractor Representative
Customer Representative Signature	Contractor Signature
Date	Date

#### Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
3	Furnace /Condensers	Rheem		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Clean and adjust burners on heating equipment if needed in the winter

#### **TERMS AND CONDITIONS**

- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such 2. repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may 6. stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- 14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

#### SPECIAL SERVICES/PROVSIONS

#### **CLEAN AIR ACT**

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.

## Memorandum



DATE: May 14, 2020

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

RE: Water Service Rules and Regulations

PUBLIC WORKS

The operations of the City's water and sewer utilities has its own chapter in the Code of Ordinances for Lowell. The information found here helps us to properly interpret and operate these two utility departments. As time moves forward issues come up that need direction that is not found in the ordinance.

Chapter 25 — Water and Sewage Disposal Service spells out the City's rules for connecting to the available utilities. This includes the rules to be followed by the city and the customer, as well as how the utility charges are billed out. While the sewer portion goes into great details, the water portion leaves many of the details to be determined, as necessary, by the creation of rules and regulations (Sec 25-18). The current Water Service Rules and Regulations were developed several years ago (attached). While they are very useful, there are many areas that administration has found to be difficult to explain and enforce. There are other areas that are not discussed. City administration works hard to interpret the direction that is needed and help the customer as much as we can However, many times this isn't easy, and sometimes not everyone interprets things the same way.

Recently, two items have come up that caused a review of the ordinance. First, we received a request to stop billing at a business as they have vacated their building and are closed due to the Governor's "Stay at Home" orders. As you are aware, the water/sewer utility bills include a commodity charge on the amount of water that is used, plus a Readiness-to-Serve charge based on the size of meter. Not using any water would bring the commodity charge to \$0. However, the Readiness-to-Serve charge is based on connecting to the system and is a straight charge that is generally intended to cover the capital costs of the system. Those capital costs include capital works that is schedule yearly, plus yearly payment on the current bonds. The bond payments are figured based on the number of customers. If not every customer is paying their share, then the income to pay capital costs could become deficient. Keep in mind, in future years the City is looking at making some major system improvements that have been figured into future rate increases.

The second item of concern was the connection to our water system in areas without a watermain in front of the property. There are a few areas of the community that city water is not available directly in front of a property, however, it is available a few hundred feet down the street. We

have allowed a customer to make a tap of our system and they have run a long private water service to their property. We place the meter near the water tap and the long service line is the responsibility of the property owner. The private service line is in the street right-of-way and we do not have any agreements with the property owner on who is responsible if anything were to happen to this line and cause damage to the city right-of-way or an adjacent property owner. Also, if a watermain is extended in front of this property the City does not have a mechanism to require the property owner to pay for the new watermain. The property owner would not need the new watermain as they are already connected to our system. We would like to clean this up with some language that helps the City and the customer as we move into the future.

There are many other areas that need rules and regulations to better define the situation. The idea is not to be cumbersome or overbearing with unnecessary regulations. We want to be consistent, clear and concise with the utility operations and fair to all customers. We want the City staff to be able to operate the system correctly, with a good document for everyone to follow equally.

Some of the areas that are being developed with more defined information are services and connections, charges and fees, accessibility and customer responsibilities, shutoff policies (which have recently changed due to the coronavirus issues), billing and payments, payment agreements, meter installation and testing, watermain extensions, critical care facilities and senior citizens, and cross connection control (see attached table of contents).

## CITY OF LOWELL WATER SERVICE RULES AND REGULATIONS

#### Reg. 1. Services and Connections.

It shall be the responsibility of the City to maintain and repair the water transmission main and local distribution lines. It shall also be the responsibility of the City to maintain and repair the first 50' of the service line, or to the curb stop box, whichever comes first and to maintain and repair all curb cocks, curb boxes and stop cocks; provided, however, the City shall not be responsible for maintaining or repairing any portion of the service line which is not located under a public street or right-of-way. It shall be the responsibility of the property owner to maintain and repair all portions of the service line supplying his or her property which is not, as herein provided, to be maintained and repaired by the City. When two or more buildings are supplied through a single service line, the responsibility for maintaining the service line shall be as follows:

- a. the property owner first served along the service line shall be responsible for maintaining and repairing all of the service line on his or her property and that portion, if any, of the service line between the point where the City is no longer responsible for maintenance and repair and the point where the service line enters his or her property; and
- b. the next and each succeeding property owner served from the service line shall be responsible for maintenance and repair of the service line on his or her property and that portion, if any, of the service line between the point where the preceding property owner's responsibility for maintenance and repair ceases and the point where the service line enters his or her property.

## Reg. 2. Size of Taps and Services.

The size of water taps and services shall be determined at the time of making application for a permit for water service. Before making application for water service, a party contemplating the erection of a large building for a business, factory, etc. shall determine the size of the tap and service necessary to serve such business, factory, etc. The size of the service shall be the same as that of the tap, or of equal area.

## Reg. 3. Service Connection Fees.

A connection fee for new service as established from time to time by the City Council will be charged. Upon payment of the connection fee the City will provide up to the lesser of 50° of 1" copper service line or 1" copper line within 6° of the property line of the user. The City will also provide and install one meter and one remote meter reader. In addition, the City

A-1

will supply one meter yoke assembly. The installation of the meter yoke assembly shall be the user's responsibility.

## Reg. 4. Additional Meters for Lawn Sprinkling, Etc.

The City will, for a fee established from time to time by the City Council, provide and install additional meter assemblies. The user must arrange for any required plumbing at his or her own expense.

#### Reg. 5. Meter Location.

All meters shall be located just within the foundation wall of the building served, unless otherwise permitted by the City Manager or his or her designee, and in a place which provides protection from theft, freezing, hot water breakage or other damage.

#### Reg. 6. Arrangement of Plumbing.

The user must arrange for the plumbing at his or her own expense in order that (a) there are no fixtures connected between the meter and the local distribution line and (b) the meter may be installed at the location selected by the City.

## Reg. 7. Setting, Removal and Adjustment of Meter.

Meters will be furnished by the City and shall be set, removed or adjusted only by City employees or under supervision of the City. No meter may be removed by plumbers or others after it has been set, except upon written permission and supervision by the City Manager or his or her designee.

## Reg. 8. Accessibility to Meter.

The user shall maintain a passageway to the meter and keep the meter and meter reader accessible for repair, maintenance, removal and reading at all times.

## Reg. 9. Faulty Meters.

In the event breakage, stoppage, or other irregularity in the meter is observed by the user, he or she shall promptly notify the City Manager or his or her designee. All maintenance and repairs to the meters will be made by the City at its expense except as hereinafter provided. If a meter installed on a user's premises is stolen, or is damaged by freezing, hot water, fire or otherwise, due to the act of negligence of the user, the cost of repairs or replacement will be added to user's water bill for the next billing period and considered a part of such bill for that period. The City shall have the sole right to determine who is responsible for damage to meters.

A user shall promptly notify the City Manager or his or her designee of any damage to, or the irregularity in, any meter used by him or her. In case of a disputed account, involving the accuracy of a meter, the meter shall be tested by the City. In the event the meter over-registers by 4% or more or under-registers 4% or more, the meter shall be adjusted to correct such over-or under-registration and the water bill adjusted accordingly as provided in Regulation 10.

#### Reg. 10. Testing Meters.

If a user desires to have a meter tested, he or she shall make application, in writing, to the City Manager or his or her designee accompanied by a deposit of \$20.00. The test will be made according to the usual methods and facilities at the disposal of the City. If the test indicates the meter is measuring within 4% either way from accuracy, the deposit will be forfeited to cover testing costs and any additional costs of removing and replacing the meter will be assumed by the City. If the test indicates the measurements of the meter are in the City's favor by more than 4%, the deposit will be returned, the meter adjusted and corrections made to the water bills for the disputed period. If the test indicates the measurements of the meter are in the user's favor by more than 4%, the deposit will be returned and the meter adjusted. No correction will be made to the water bills.

#### Reg. 11. Tampering with Meter.

If the City finds a meter seal broken or other evidence of tampering with the meter, the water bill for the billing period will be estimated. Upon repetition of the offense, the City may upon notice to the user discontinue the water service.

#### Reg. 12. Protection of Meters in Connection with Steam, Etc.

When a meter is used in connection with steam, hot water boilers or hot water heaters it shall be protected at the user's expense by a double check valve with an atmospheric vent.

#### Reg. 13. Service Turn On/Turn Off Fees.

A fee, as established from time to time by the City Council, shall be charged to a user when such user requests water service to be shut off or turned on. Such fee shall be due and payable at the time water service is turned back on.

There shall be a fee, as established from time to time by the City Council, to the user of water and/or sanitary sewer service whenever water service is discontinued for the nonpayment of either water service charges or sanitary sewer service charges. Such amount shall be due and payable before water service is reinstated. If an order to discontinue service for nonpayment of water and/or sanitary sewer charges has been issued by the City and a City employee has gone to the premises to discontinue service and, if prior to the discontinuance of service, the user pays the delinquent service charges, the user shall pay the established fee to cover the City's cost, even though water service was not discontinued.

A-3

#### Reg. 14. Filling of Swimming Pool.

Through the domestic water meter at a residence, a user may fill a swimming pool and shall not be charged for sanitary sewer service for the amount of water used to fill the pool. A user shall notify the City prior to filling a swimming pool and must provide the City the beginning and ending meter readings. A swimming pool may be filled from a City fire hydrant at the sole discretion of the City's water department and at a fee established from time to time by the City Council. Upon the request of a swimming pool owner, a pool may be filled from water at the City's water treatment plant at the sole discretion of the City's Water Department. The pool owner shall be solely responsible for the transportation of such water and shall pay a fee as established from time to time by the City Council for such water.

# Water Rules and Regulations May 2020

## **Table of Contents (Not Complete)**

**General Provisions Application of Rates and Charges Customer Responsibilities and Meter Access** Water Use Reduction **Shut off Policy Disconnection Policy Restoration of Services** Senior Citizen Identification **Critical Care and Emergency Customers** Payment of Bills/Responsibilities **Special Payment Agreements Security Deposits and Liens Tenants and Landlords** Meter Installations/Testing **Sprinkling Meters** Services and Connections **Cross Connection Control** Schedule of Rates and Fees

### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 15, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager 🔥 🤣

RE: Fiscal Year 2020-21 Budget

On Monday April 20, 2020, I presented the City Council with the proposed Fiscal Year 2020-21 for initial review. On Saturday April 25, 2020 we held our City Council budget work session where we reviewed the budget. Since this time we have provided clarification to budget items in question and have had discussion since about additional budget reductions since then.

I am still projecting approximately \$160,000 in revenue lost from all municipal funds with the exception of the water and wastewater funds.

I have attached my budget memo I previously submitted to the City Council. We are to hold our public hearing this evening. If you would like more public hearing opportunities this is your option. It is also your option if you want to approve the proposed budget at this meeting.

I have provided Resolution 12-20 approving the budget for the upcoming fiscal year. I recommend the Lowell City Council approve Resolution 12-20 as presented.



April 20, 2020

Mayor DeVore and the Lowell City Council.

In accordance with the provision of the Lowell City Charter, I am pleased to present for your review and consideration the budget for the current fiscal year and the proposed budget for fiscal year 2021, which will begin July 1, 2020.

#### **Economy**

When I began preparing the budget in February, I was anticipating positive growth as we were still seeing improvements to the economy and our general fund. However, the COVID-19 pandemic has completely changed the world economy and Lowell is by no means unaffected by this. While this pandemic is still playing out, it is really hard to determine where the economy will bottom out.

Since property valuation for the upcoming year occurred prior to the pandemic occurring, we actually saw an increase of our taxable values. This has resulted in a modest increase in our overall Real Property Tax Revenue of about \$60,000. However, this budget is projecting approximately \$60,000 in reductions to state revenue sharing, \$42,000 reduction from our Lowell Light and Power PILOT and an additional \$60,000 to our Public Act 51 dollars (road funds). At this point, I cannot determine this is an actual amount as that will be determined at a later date. However, this is a 15% reduction to our revenue sharing and gas tax proceeds and about 12% to our Lowell Light and Power PILOT. Property taxes could be impacted at a later date due to the possibility of commercial businesses appealing their property taxes to the Michigan Tax Tribunal. If this happens, I recommend that the City vigorously contest those claims.

#### Employee Healthcare & Retirement

For the last several years, the City has made major changes to employee provided health care. The constant rise in healthcare costs and the new federal laws, have required the City to look at the issue each year. Currently, the City has Priority Health as our health care provider. In Fiscal Year 2020, we saw a 1.2% increases from when we switched plans in July of 2018. This year, we anticipate a 6.7 percent increase. That said, I evaluated other plans and do not recommend changing at this time. It will be something we have to evaluate annually as I am continuing to look at plans that provide quality service to the employees and keep our costs down as much as possible. This will continue to be a focus of the administration.

The City currently provides retiree employee healthcare for five years only and up to age 65. At that point, the employee would enroll in Medicare supplemental policy. Last year, the City received

\$20,550 for the sale of the 2560 Bowes Road property. This money was set aside in a separate fund to pay for the one retiree we provide healthcare to currently. We will still budget the costs for those two employees by placing the budget expenditure into the separate fund. In the next five years we have eight employees eligible to retire. The retirement health care contributions will be significantly high when those employees do retire. In addition to the contributions made, I budgeted \$5,000 for each of the eight employees eligible to retire so we can begin to have some funds set aside for their retirement health care. We have already negotiated with police employees that all employees who retire after June 30, 2025 will have 2% of their base wage placed into a Retirement Health Care Savings Account.

Retirement Unfunded Liabilities are a concern for the administration. Currently we are approximately 58% funded with an unfunded liability of approximately \$3.4 million in our Michigan Municipal Employee Retirement System (MERS). We have been flagged by the Michigan Department of Treasury for being under 60% and we have requested a waiver to avoid filing a corrective action plan. We have already negotiated a contract for police employees to bridge their pension multiplier from 2.5% to 2.0% once all other City employees do so. They also will agree that all new hires go to a defined contribution. This will significantly reduce future liabilities and reduce our payments to MERS. We are still negotiating with our other union and hope to have this matter resolved shortly.

For the past three years, we have made phased in payments to reduce our unfunded liability. MERS has given municipalities the option to pay an additional but lesser phased in amount for five years or begin paying the full percentage amount they assess to reduce the liability. This year, we budgeted to pay the full percentage amount to begin reducing the liability.

On July 1, 2021, our rate of return will be reduced from 7.75% to 7.35%. This will increase our liability and accelerate payments by a significant amount in the beginning of this fiscal year. This will at some point force the City to file a corrective action plan via PA 202 of 2017. Modifications to our pension system must be changed as this will no longer be sustainable.

#### **Staffing**

This budget includes no losses to our full time staff at this time. We anticipate two retirements early in Fiscal Year 2020-21 and are still considering replacing those positions. The DPW has yet to replace the Sexton nor add the second utility worker position. Those are budgeted for the upcoming fiscal year. That said, constant review of our finances throughout the year is going to dictate if we can continue this and it is subject to change.

I did not budget our part time Police Cadet nor our part time City Hall Administrative Assistant in the upcoming fiscal year.

## The 2020-21 Fiscal Year Budget

This budget reflects the concerns and goals of the City Council. Following the Board of Review meetings, the city's taxable value for the General Fund actually improved, resulting in an increase in property tax revenue to the General Fund of \$60,000. In order to achieve the balanced budget several contributions from other funds are needed. The General Fund for several years has charged the other funds Administrative Services fees which are in essence administrative service costs that are charged for city facility usage along with city staff. This practice will remain. That said, I have reduced

\$102,000 in revenues from the General Fund due to reductions to our revenue sharing and Lowell Light and Power Pilot. I also reduced \$60000 between both the Major and Local Street funds as our gas tax is used to manage our major and local street networks.

This year, I budgeted for the entire City Hall Bond Payment to occur from the Downtown Development Authority. This freed up \$150,000 from the general fund. This allowed us to set aside retirement health care costs previously mentioned. We have budgeted an appropriation of \$180,000 to the Local Street Fund. This is the level we have contributed annually prior to the current fiscal year. In addition, this was the first year in many that we didn't need the General Fund to subsidize the Equipment Fund.

The City will also make a budgeted expenditure to the Lowell Area Fire Services Authority that is consistent with the funding guidelines of the agreement. We anticipate a contribution of \$118,000.

This will be the first year in my tenure where we will be able to construct multiple streets. We will begin shortly to repave Elizabeth, Suffolk, Howard and Riverside Drive. We are awaiting Community Development Block Grant funding for Amity Street and can work on that next spring. We also will receive road funding when we complete a sewer improvement project on Foreman from Beech to Hudson St.

In addition, the Stormwater Asset Management study is completed, we have identified many capital projects to complete over the next fifteen years. One major project we plan to begin this year is to engineer Washington and Monroe Streets and complete major underground utility projects on almost a one and a half mile area of utility and street. We hope to begin this project with Monroe St. in the Spring of 2022 and Washington Street in Spring of 2023.

Since 2006, the City has modified water rates nine times and sewer rates six times. We had a rate adjustment in July 2019. We are starting to see more process water coming into the Wastewater Treatment Plant due to Litehouse coming back online. This has caused a financial strain to the wastewater fund, however revenue is improving. Rates needed to be adjusted to provide adequate funds to maintain the system. Our rate study conducted through the Stormwater Asset Management grant recommended an adjustment to the residential customer by a \$1.46 increase (6%) to the monthly water ready to serve charge. Also recommending a \$.14 increase (6%) to their consumption charge per 1,000 gallons. The residential sewer customer would have seen a \$.49 (2%) increase to their monthly water ready to serve charge and a \$.08 increase (2%) to their consumption charge per 1,000 gallons. For the time being, I have not placed the increases into the budget due to the COVID-19 pandemic. I will reevaluate this closer to July 1, 2020.

#### Fiscal Year 2019-20 Current Projections

Based upon the actual figures for the first nine months and projections for the remainder of the current budget year, FY 20 will close with a variance in the General Fund. Specifically, a surplus of \$145,562 is anticipated. This doesn't account for any revenue sharing or Lowell Light & Power PILOT loss.

During the 2020 Fiscal Year, the city had a number of accomplishments totaling \$246,613 in new investment that include:

• \$225,000 to purchase 238 High Street (DDA Fund)

- \$68,000 to replace Digester #3 at Wastewater Treatment Plant (Wastewater Fund)
- \$65,000 to upgrade security to server (Data Processing Fund)
- \$29,528 for the rehabilitation of the West Oxidation Ditch at the Wastewater Treatment Plant.
- \$21,735 to replace a salt spreader
- \$10,000 to upgrade City Hall to LED lighting (General Fund)

The City is currently working on the following projects totaling \$504,049.75 in new investment that include:

- \$ 424,049.75 for repaving Elizabeth, Howard, Suffolk and Riverside Dr. (DDA, Major and Local Street Funds)
- \$80,000 to upgrade fleet (Equipment Fund)

#### Fiscal Year 2020-21 Recommended Budget

By Charter of the City of Lowell can levy up to 20 mills for general operating. Currently, the City levies one millage and that is for general operating. For many years, the city has levied 15.70 mills. This is below the 17.4597 mills which were allowed by the implementation of the Headlee Amendment of the State Constitution.

The budget for FY 2021 was developed using the following assumptions:

- Revenues are calculated based upon a millage rate of 15.70.
- Constitutional State Revenue Sharing is calculated according to Michigan Department of Management and Budget projections but projected with 15% less.
- Lowell Light and Power PILOT projection of \$42,000 less
- Interest rates will continue to be low.
- Services will remain the same or improved through efficiency.

#### <u>Revenues</u>

Revenues in the General Fund are expected to show a decrease in FY 2020 from the current year's approved budget of \$3,246,032.79. This is due to the COVID 19 pandemic. Total revenues in FY 21 are expected to be \$3,240,222.37. Listed below is an analysis of how much the City receives from each of its revenue sources.

## Expenditures

Budgeted expenditures from the General Fund for FY 21 are expected to be \$3,225,751.63 which is approximately \$45,933.08 more than approved for the current fiscal year. Of the actual General Fund revenue approximately 15.1 % or approximately \$488,632 of General Fund Expenditures will be transferred to other funds to subsidize their expenditures. Listed below are an analysis of expenditures based on each City function and each expenditure classification.

The significant new expenditures for the following year are:

- \$250,000 to repave Amity (DDA and Local Street Fund)
- \$197,000 to replace the sewer main on Foreman from Beech to Hudson (Wastewater Fund)

- \$125,000 for design engineering of Monroe and Washington Street (Major, Local, Wastewater and Water funds)
- \$120,000 to make repairs to the panel of Digester #3 (Wastewater Fund)
- \$88,000 for Ware Rd.
- \$50,000 to add SCADA to pump stations (Water Fund)
- \$40,000 to complete SCADA (Water Fund)
- \$21,000 to upgrade computerized temperature control of City Hall (50% paid by DDA Fund)
- \$15,000 to replace Mower #54 (Equipment Fund)
- \$15,000 to replace roof at NE Pump Station (Water Fund)
- \$10,000 for a variable speed gearbox for the clarifier (Water Fund)
- \$10,000 for concrete work at pump station (Water Fund)
- \$10,000 to convert street lighting citywide to LED.
- \$8,500 to replace meter reader (Water Fund)
- \$7,500 to replace brush to Skid Steer (Equipment Fund)
- \$6,500 to replace restroom partitions at Creekside and Stoney Lakeside Park
- \$5,000 to replace landing and stair at Museum.
- \$5,000 repair floor drains at DPW.
- \$5,000 for additional storage at DPW.

These projects represent civic and infrastructure improvements in the amount of \$900,500.

In regards to the City's other funds, all are in good condition. The DDA is in good long-term condition and is committed to revitalizing the Downtown area. The DDA fund has been able to alleviate the General Fund of some expenditures and still complete improvement projects in the Downtown District.

#### Recommendation

I am recommending that the City Council maintain the current millage and collect 15.7 mills for Fiscal Year 2019. Reasons for this recommendation include:

- 1. The Council can increase the millage rate to 17.20 without a vote of the people as a result of the Headlee Rollback. Going beyond that to the Charter limit would require a vote of the people.
- 2. The budget, as presented, reflects the revenue and expenditures to balance the budget and provide public services.
- 3. Overall, City services will remain the same, but are offset by administrative service charges from other City funds to assist with administrative costs for providing services. That being said, the City will continue to evaluate strategies for generating revenue to replace local streets and underground infrastructure.
- 4. Additional technology and possibly changing our work procedures may lead to financial efficiencies.

Under the provisions of the Charter, the City Council has until the third Monday of May to adopt the budget for the coming fiscal year. Our budget work session is scheduled to take place on Saturday, April 25, 2020 from 10:00 AM to 2:00 PM via Zoom. Our current schedule calls for us to hold our Public Hearing on the budget as well as adopt the budget at our regular meeting on Monday, May 18, 2020.

I would like to thank two outstanding employees for their work in putting together the budget for fiscal year 2021. City Treasurer Sue Olin and Deputy Treasurer Lori Gerard have done an outstanding job and worked many long hours to make this document possible. All of the work being done remotely. The City of Lowell is very fortunate to have these two individuals serving our City. This has definitely been the most stressful and difficult budget I have prepared in 14 years in City Management.

The entire staff has worked diligently with much thought and care to put together this budget. While work remains to be done, we have accomplished much in this city and the positive changes in the community are proof that we are making progress. As we move forward into the new fiscal year we will continue to look for efficiencies, partnerships and structural changes to better serve the residents and businesses in our city.

The city staff and I look forward to assisting you in your review and consideration of the proposed budget. If you have any questions at any time throughout the process, please do not hesitate to let me know. While I don't know what the future entails, I believe we are well positioned for the time being to whether this storm. Hopefully, the economy fares better than what I have projected.

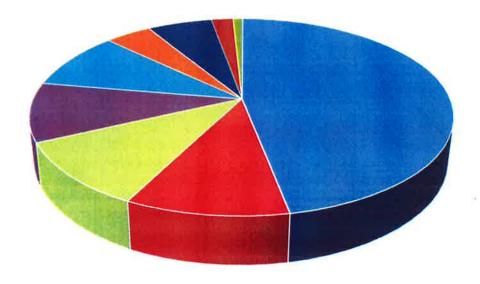
Respectfully submitted,

Michael T. Burns City Manager

## Where General Fund Revenues come from

Total General Fund Revenue	\$ 3,240,222.37	
REAL PROPERTY TAXES	\$ 1,520,000.00	47%
STATE REVENUE SHARING (SALES TAX)	\$ 340,000.00	10%
LOWELL LIGHT & POWER PILOT	\$ 343,415.00	11%
ADMINISTRATIVE SERVICES FEE	\$ 314,483.00	10%
DDA TRANSFER	\$ 308,632.00	10%
PERSONAL PROPERTY TAX/INDUSTRIAL FACILITY TAX	\$ 137,366.37	4%
USER FEES, INTEREST, FINES	\$ 185,826.80	6%
PROPERTY TAX ADMINISTRATION FEE	\$ 63,000.00	2%
MUSEUM TAXES	\$ 27,500.00	1%

#### REVENUE GENERATED

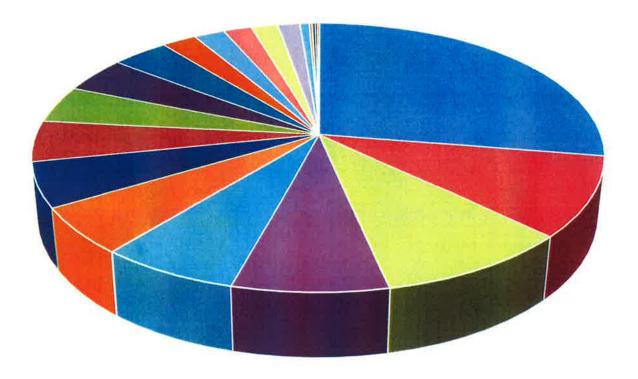


- REAL PROPERTY TAXES
- STATE REVENUE SHARING (SALES TAX)
- LOWELL LIGHT & POWER PILOT
- **\*** ADMINISTRATIVE SERVICES FEE
- DDA TRANSFER
- PERSONAL PROPERTY TAX/INDUSTRIAL FACILITY TAX

# **General Fund Expenditures by service**

Total Expenditures	\$ 3,225,751.63	
Police/Code Enfor	\$ 888,863.00	27.60%
City Hall Bond	\$ 308,632.00	9.56%
Public Works	\$ 305,565.85	9.45%
Treasurer	\$ 242,848.98	7.53%
City Manager	\$ 216,291.41	6.70%
Local Street XFER	\$ 180,000.00	5.58%
Parks	\$ 173,003.67	5.36%
Clerk/Elections	\$ 157,571.01	4.88%
City Hall	\$ 144,514.70	4.48%
Cemetery	\$ 140,290.28	4.35%
Fire	\$ 121,534.51	3.77%
Library	\$ 74,342.11	2.30%
Attorney	\$ 65,000.00	2.01%
Assessor	\$ 59,620.00	1.85%
Planing/Zoning	\$ 55,427.06	1.72%
Museum	\$ 48,658.06	1.51%
City Council	\$ 20,644.65	0.63%
Unallocated Miscellaneous	\$ 7,000.00	0.22%
Riverwalk	\$ 6,500.00	0.20%
Recreation	\$ 5,000.00	0.15%
Sidewalks	\$ 3,944.19	0.12%
Showboat	\$ 500.00	0.02%

### **EXPENDITURES BY SERVICE**



- Police/Code Enfor
- Treasurer
- Parks
- Cemetery
- Attorney
- ⊫ Museum
- Riverwalk
- Showboat

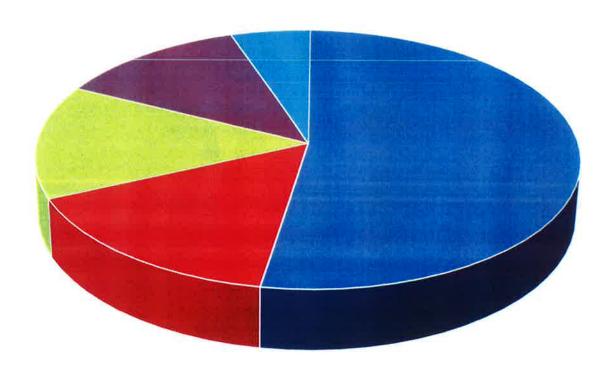
- City Hall Bond
- City Manager
- Clerk/Elections
- Fire
- Assessor
- City Council
- Recreation

- Public Works
- Local Street XFER
- City Hall
- Library
- Planing/Zoning
- Unallocated Miscellaneous
- Sidewalks

# **General Fund Expenditures by Classification**

Total Expenditures	\$ 3,225,751.63	
PERSONNEL COSTS	\$ 1,654,044.63	51.3%
TRANSFERS	\$ 488,632.00	15.1%
PROFESSIONAL/CONTRACTUAL	\$ 449,900.00	13.9%
OPERATING COSTS	\$ 398,451.00	12.4%
CAPTAL PROJECTS	\$ 167,549.00	5.2%
SUPPLIES	\$ 67,175.00	2.1%

## **EXPENDITURES BY CLASSIFICATION**





OPERATING COSTS

TRANSFERS

CAPTAL PROJECTS

PROFESSIONAL/CONTRACTUAL

#### CITY OF LOWELL KENT COUNTY, MICHIGAN

#### **RESOLUTION NO. 12-20**

RESOLUTION ADOPTING CITY OF LOWELL ANNUAL BUDGET FOR FISCAL YEAR 2020-2021, APPROVING MILLAGE LEVIES, APPROVING SCHEDULE OF RATES AND FEES AND OTHER MATTERS RELATED THERETO

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

WHEREAS, the City Manager has prepared and presented to the City Council at its meeting on April 20, 2020, a proposed complete itemized annual budget for the 2020-21 fiscal year of the City (the "FY 20-21 Budget") in accordance with the City Charter, applicable State of Michigan law and applicable federal law and regulations, if any; and

WHEREAS, after the FY 20-21 Budget was presented to the City Council, a copy has been available for public inspection at City Hall at the office of the City Clerk; and

**WHEREAS**, the City Charter requires that before the FY 20-21 Budget may be considered for adoption by the City Council the City Council shall hold a public meeting; and

WHEREAS, a public hearing on the FY 20-21 Budget, properly noticed as referenced by Section 8.4 of Chapter 8 of the City Charter and Section 2 of Act 43 of the Public Acts of Michigan of 1963, as amended (2<sup>nd</sup> Ex. Sess.), was held at 7:00 p.m. on May 18, 2020, in the City Council Chambers in City Hall at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Charter requires that the City Council adopt a budget for the City for the 2020-21 fiscal year of the City not later than the first Monday in June, including the amount to be levied in such fiscal year on taxable real and personal property in the City to meet the requirements of the FY 20-21 Budget; and

WHEREAS, in connection with the approval of the FY 20-21 Budget, the City Council desires to approve a schedule of rates and fees to be applicable in the City commencing at the beginning of the City's 2020-21 fiscal year.

#### NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. That the FY 20-21 Budget as presented at this meeting, including modifications, if any, made at the time of public hearing and noted in the FY 20-21 Budget document, is hereby adopted.
- 2. That for the 2020-21 fiscal year of the City there shall be levied on all taxable real and personal property in the City (a) a general *ad valorem* tax rate of 15.70 mills for general purposes (i.e., administration, fire, police, parks and recreation, etc.), and (b) a general *ad valorem* tax rate

of 0.2335 mills for improvements to, and operation of, the public museum. The total 2020-21 fiscal year City general *ad valorem* tax levy on all taxable real and personal property in the City is 15.9335 mills.

- 3. That in accordance with the FY 20-21 Budget, the following are the estimated City revenues and expenses for the 2020-21 fiscal year of the City:

#### REVENUES

General Fund, \$3,240,222.37 Major Street Fund, \$278,284.00 Local Street Fund, \$296,129.65 Historic District Fund, \$25,050.00 Downtown Development Authority Fund, \$602,500.00 Building Inspectors Fund, \$45,000.00 Designated Contributions Fund, \$508,000.00 Airport Fund, \$70,316.00 Wastewater Fund, \$1,025,439.00 Water Fund, \$1,140,732.00 Cable Fund, \$100,000.00 Light and Power Fund, \$8,312,010.00 Data Processing Fund, \$80,274.00 Equipment Fund, \$243,765.00 Lee Fund, \$4,000.00 Look Fund, \$40,000.00

#### **APPROPRIATIONS**

General Fund, \$3,225,751.63 Major Street Fund, \$414,780.71 Local Street Fund, \$484,984.68 Historic District Fund, \$25.000.00 Downtown Development Authority Fund, \$788,475.23 Building Inspectors Fund, \$40,000.00 Designated Contributions Fund, \$506,000.00 Airport Fund, \$81,500.00 Wastewater Fund, \$1,550,788.56 Water Fund, \$1,454,785.72 Cable Fund, \$100,000.00 Light and Power Fund, \$8,861,885.00 Data Processing Fund, \$110,800.00 Equipment Fund, \$320,213.03 Lee Fund, \$4,000.00 Look Fund, \$40,000.00

4. That in a Fund were total appropriations exceed estimated revenue the City has determined that there is sufficient surplus, or undesignated fund balance, in the Fund to meet the requirements of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of Michigan of 1968, as amended ("Act 2").

- 5. That pursuant to the provisions of Act 2, the City Manager is hereby authorized to make budgetary transfers within the identified fund in the FY 20-21 Budget or between identified activities within a fund. All other budgetary transfers in the FY 20-21 Budget shall be in accordance with Act 2 when City Council approval is required.
- 6. That the City Manager or his designee(s) is authorized to make expenditures budgeted in the FY 20-21 Budget in accordance with applicable law, ordinances, rules, regulations and policies.
- 7. That the Schedule of Rates and Fees presented at this meeting is approved to be effective July 1, 2020.

I, the undersigned Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on May 18, 2020, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 18, 2020		
•	Susan Ullery, City Clerk	

		Current		Proposed	Notes
General					
Check Returned for Insufficient Funds (13-213)	\$	25.00	Ś	25.00	
	\$	0.10		0.10	
	\$	0.50		0.50	
Use of Public Buildings			•		
City Hall					
Council Chambers (\$100 refundable deposit for all rentals)					
Business Hours					
Non-Profit	\$	25.00	\$	25.00	First hour, \$25/hour afterward
	\$	50.00	\$		First hour, \$25/hour afterward
	\$	75.00	\$		First hour, \$25/hour afterward
Non-Business Hours					
Non-Profit	\$	40.00	\$	40.00	First hour, \$25/hour afterward
City Business/Organization	\$	75.00	\$	75.00	First hour, \$25/hour afterward
	\$	100.00	\$		First hour, \$25/hour afterward
Grand River Room (\$75 refundable deposit for all rentals)					
Business Hours					
Non-Profit	\$	20.00	\$	20.00	First hour, \$15/hour afterward
City Business/Organization	\$	40.00	\$	40.00	First hour, \$15/hour afterward
	\$	60.00	\$	60.00	First hour, \$15/hour afterward
Non-Business Hours					
Non-Profit 5	\$	30.00	\$	30.00	First hour, \$15/hour afterward
City Business/Organization \$	\$	50.00	\$	50.00	First hour, \$15/hour afterward
Non City Business/Organization	\$	75.00	\$	75.00	First hour, \$15/hour afterward
Flat River Room (No deposit required)					
Business Hours					
Non-Profit	N	o Charge		No Charge	
City Business/Organization	N	o Charge		No Charge	
Non City Business/Organization	N	o Charge		No Charge	
Non-Business Hours					
Non-Profit	U	navailable		Unavailable	
City Business/Organization	U	navailable		Unavailable	
Non City Business/Organization	U	navailable		Unavailable	
Showboat					
Chamber of Commerce		TBD		TBD	
Chamber Members		TBD		TBD	
Non-Profit Organizations		TBD		TBD	
Private Individuals/Businesses		TBD		TBD	

		Current		Proposed	Notes
Cemetery Care Control of the Control					
Adult/Child Lot					
Resident	\$	250.00	Ś	250.00	
Non-Resident	\$	500.00	-	500.00	
Adult/Child Grave Opening/Closing (April 1 through November 30)			•		
Weekdays	\$	500.00	Ś	500.00	
Saturday	\$	575.00	Ś	575.00	
Sunday/Holiday	\$	700.00	Ś	700.00	
Adult/Child Grave Opening/Closing (December 1 through March 31)					
Weekdays	\$	600.00	\$	600.00	
Saturday	\$	675.00	\$	675.00	
Sunday/Holiday	\$	800.00		800.00	
Infant Lot					
Resident	\$	50.00	\$	50.00	
Non-Resident	\$	100.00	\$	100.00	
Infant Grave Opening/Closing (April 1 through November 30)			•		
Weekdays	\$	150.00	Ś	150.00	
Saturday	\$	200.00	Ś	200.00	
Sunday/Holiday	\$	260.00	\$	260.00	
Infant Grave Opening/Closing (December 1 through March 31)					
Weekdays	\$	250.00	\$	250.00	
Saturday	\$	300.00	-	300.00	
Sunday/Holiday	\$	360.00		360.00	
Resident and Non-Resident Cremation (April 1 through November 30)			•		
Weekdays	\$	80.00	\$	80.00	
Saturday	\$	150.00	Ś	150.00	
Sunday/Holiday	Ś	210.00	Ś	210.00	
Resident and Non-Resident Cremation (December 1 through March 31)					
Weekdays	\$	180.00	Ś	180.00	
Saturday	\$	250.00		250.00	
Sunday/Holiday	\$	310.00	-	310.00	
Transfer of Ownership	\$	10.00	•	10.00	

		Current		Proposed	Notes
Community Development, Planning & Zoning					
Trades, exhibitions or demonstrations (14-58)	\$	150.00	\$	150.00	
Auctioneer Application (6-22)	\$	25.00	\$	25.00	
Annual Permit Fee	\$	50.00	\$	50.00	
Peddler Application (15-47)	\$	25.00	\$	25.00	
Permit, Per Day/Per Person	\$	25,00	\$	25.00	
Permit, Per Week/Per Person	\$	50.00	\$	50.00	
Permit, Per Month/Per Person	\$	100.00	\$	100.00	
Permit, Greater Than One Month		TBD		TBD	Requires Council Review
Transient Merchant Application (15-135)	\$	25.00	\$	25.00	'
Permit, Per Day/Per Vendor Location	\$	50.00	\$	50.00	
Permit, Per Week/Per Vendor Location	\$	75.00	\$	75.00	
Permit, Per Month/Per Vendor Location	s	100.00		100.00	
Permit, First Day/Per Vendor Location (Recurring, Intermittent Event)	\$	50.00		50.00	
Each Additional Day/Per Vendor Location (Recurring, Intermittent Event)	Ś	15.00		15.00	
Planning Commission special meeting (16-30)	\$	500.00		500.00	
Zoning	•	500.00	~	500.00	
Zoning Application	\$	25.00	Ś	25.00	
Special Land Use (17.02)	\$	250.00	-	250.00	
Minimum Escrow	\$	500.00		500.00	
Site Plan Review (18.08)	\$	100.00		100.00	
Minimum Escrow	Ś	1,000.00		1,000.00	
Zoning Board of Appeals Hearing (Variances) (21.03)	\$	100.00	-	100.00	
Minimum Escrow	\$	1,000.00	•	1,000.00	
Zoning Ordinance Amendment (22.04)	\$	250.00		250.00	
Minimum Escrow	Ś	1,500.00		1,500.00	
Sexually Oriented Business Application Fee (17A.04, 08)	\$	250.00		250.00	
Minimum Escrow	\$	1,000.00		1,000.00	
Sign Permit Application	\$	25.00	\$	25.00	
Fence Permit Application	\$	25.00		25.00	
Land Division Application	\$	25.00		25.00	
Application for liquor license (4-25)	Ş	23.00	Þ	25:00	
New Licenses	\$	250.00	ė	250.00	
Temporary License (City Business/Organization)	\$	50.00		50.00	
Temporary License (Non City Business/Organization)	\$	100.00		100.00	
Snow Plowing Permit (per motor vehicle, annually)	\$	100.00	\$	10.00	
Trash Hauling Permit (per motor vehicle, annually)	\$	30.00			
Special events permit	\$			30.00	
Adult Use Marijuana Facility Application Fee	\$	25:00		25.00	
Planned Unit Development -PUD	Þ	5,000.00	Þ	5,000.00	
Application fee	_	100.00	_	400.00	
Escrow amount	\$	100.00		100.00	
ESCIOW AMOUNT	\$	5,000.00	>	5,000.00	
Building					
Permit, plan review, inspection, extra service and penalty fees relating to buildings (7-28)	sep	arate schedule	seg	parate schedule	
Moving permit (7-65), and reimbursement of costs (7-74)	\$	250.00		250,00	
Minimum Escrow - includes deposit of expenses and deposit for completion of work	\$	7,500.00	\$	7,500.00	
Property maintenance code (7-80)	sepa	rate schedule	-	parate schedule	
Act 198 Tax Abatement					
Industrial Development District application fee	\$	250.00	\$	250.00	
IFT Certificate application fee	Ś	600.00	\$	600.00	
··	7	000.00	~	000.00	

	Current		Proposed	Notes	
Public Safety					
Parking Violations Bureau penalties (21-91)					
Meter Violation	\$	20.00	\$	20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Time Limit Violation	\$	20.00	\$		Add \$10 if paid after 14 days, \$30 if after 28 days
Handicap Parking Space/Zone	\$	75.00	\$		Add \$10 if paid after 14 days, \$25 if after 28 days
No Parking Zone	\$	30.00	\$		Add \$10 if paid after 14 days, \$20 if after 28 days
No Stopping, Standing or Parking	\$	30.00	\$		Add \$10 if paid after 14 days, \$20 if after 28 days
No Parking Between 2 a.m. and 6 a.m.	\$	20.00	\$		Add \$10 if paid after 14 days, \$30 if after 28 days
Improper Parking	\$	20.00	\$		Add \$10 if paid after 14 days, \$30 if after 28 days
Permit Parking Area	\$	20.00	\$		Add \$10 if paid after 14 days, \$30 if after 28 days
Private Parking Area	\$	20.00	\$		Add \$10 if paid after 14 days, \$30 if after 28 days
No Parking in Alley	\$	30.00	Ś		Add \$10 if paid after 14 days, \$20 if after 28 days
Blocking Drive or Sidewalk	\$	30.00			Add \$10 if paid after 14 days, \$20 if after 28 days
Blocking Traffic Lane or Traffic Hazard	\$	40.00	\$		Add \$10 if paid after 14 days, \$20 if after 28 days
Special Parking	\$	40.00			Add \$10 if paid after 14 days, \$20 if after 28 days
Failture to Pay Prescribed Fee	\$	15.00	Ś		Add \$10 if paid after 14 days, \$35 if after 28 days
Fire Lane	Ś	40.00	•		Add \$10 if paid after 14 days, \$20 if after 28 days
All Over Violations	Ś	20.00	,		Add \$10 if paid after 14 days, \$30 if after 28 days
Accident Reports	\$	5.00	Ś	5.00	And the in paid trice 14 days, 550 if after 25 days
Personel Protection Order Service	\$	50.00		50.00	
PBT	\$	1,526		5.00	
Mouthpiece	\$	2.00	Ś	2.00	
Police Reports	*	2.00	~	2.00	See FOIA Schedule
Records					See FOIA Schedule
DVD Copy	\$	30.00	\$	30.00	see POIA Schedule
D Copy	Š	25.00	Ś	25.00	
55 mm Photos Copy	\$	15.00	,	-23	Plus actual lab costs
Applicant Fingerprints	\$	10.00			
nked Fingerprint Cards	\$	20.00	\$		Plus \$49.25 State/Federal fees Per Card
alvage Vehicle Inspection	\$	100.00		100.00	Per Card
sbatement of nuisances, noxious shrubs, weeds and grass (23-51)	\$	50.00	•		Pilled 15 dt-t
On-Street Parking Permit	\$				Billed if remedial action required
ehicles For Hire Application (24-46)	\$	25.00		25.00	
Annual License	\$	25.00 150.00	\$ \$	25.00 150.00	
nimal Control					
og Impoundment Fee (5-33)	\$	25.00	¢	25.00	
Boarding after Impoundment	•	tual Costs	*	Actual Costs	

	Current		Proposed	Notes
Public Works				
Opening pavement/city street (19-3), Resolution 15-05	\$ 50.00	Ś	50.00	
Construction in right of way, sidewalks (19-27)	\$ 50.00		50.00	
Parks & Recreation				
Creekside Park Pavillion Rental	\$ 75.00	Ś	75.00	
Deposit (returned on inspection)	\$ 50.00	Ś	50.00	
City Athletic Field Exclusive Use Per Field/Day	\$ 150.00	\$	150.00	
Extended or Recurrent Use	TBD	•	TBD	Negotiated contract with City Manager
Airport				
Airport Hangar Fees (3-27)				
Middle Hangars	\$ 140.00	Ś	140.00	
End Hangars	\$ 150.00		150.00	
Utility Hangar	\$ 410.00	\$	410.00	
Hangar building 1	\$ 300.00	\$	300.00	
Hangar building 2	\$ 310.00	\$	310.00	
Hangar building 3	\$ 1,000.00	\$	1,000.00	
Tie Down Fees	\$ 20.00	\$	20.00	
Outside Storage	\$ 25.00	\$	25.00	
Winter Storage as space permits (Nov. 1 - April 15)	\$ 275.00	\$	275.00	

	Current	Proposed	Notes
Sewer			
Readiness to Serve			
5/8" Meter (per month)	\$ 24.44	\$ 24.44	
1" Meter (per month)	\$ 61.11	\$ 61.11	
1.5" Meter (per month)	\$ 195.52	\$ 195.52	
2" Meter (per month)	\$ 244.41	\$ 244.41	
3" Meter (per month)	\$ 549.92	\$ 549.92	
4" Meter (per month)	\$ 1,446.47	\$ 1,446.47	
6" Meter (per month)	\$ 3,665.81	\$ 3,665.81	
User/Commodity			
Per 1,000 gallons of metered usage for users connected to City's water system	\$ 4.04	\$ 4.04	
Per Residential Equivalent Unit for users not connected to the City's water system	\$ 58.78	\$ 58.78	
Late Fee	\$ 10.00	\$ 10.00	Plus 2% of Overdue Balance
Capital Connection			
5/8" Meter	\$ 394.00	\$ 394.00	
1" Meter	\$ 984.00	\$ 984.00	
1.5" Meter	\$ 3,148.00	\$ 3,148.00	
2" Meter	\$ 3,935.00	\$ 3,935.00	
3" Meter	\$ 8,854.00	\$ 8,854.00	
4" Meter	\$ 23,610.00	\$ 23,610.00	
6" Meter	\$ 59,027.00	\$ 59,027.00	
Storm Sewer Seperation	\$ 1,250.00	\$ 1,250.00	
Sewer Inspection	\$ 300.00	\$ 300.00	

	Current		Proposed	Notes
ater				
Readiness to Serve (All except Mobile Home Parks and Apartments)				
5/8" Meter (per month)	\$ 24.25	\$	24.25	
1" Meter (per month)	\$ 60.61	\$	60.61	
1.5" Meter (per month)	\$ 193.95	\$	193.95	
2" Meter (per month)	\$ 242.44	\$	242.44	
3" Meter (per month)	\$ 545.49	\$	545.49	
4" Meter (per month)	\$ 1,454.65	\$	1,454.65	
6" Meter (per month)	\$ 3,632.76	\$	3,632.76	
Readiness to Serve (Mobile Home Parks and Apartments)				
Per Trailer Pad	\$ 24.25	\$	24.25	
Per Apartment Unit	\$ 24.25	\$	24.25	
Late Fee	\$ 10.00	\$	10.00	Plus 2% of Overdue Balance
User/Commodity				
Per 1,000 gallons of metered usage for users connected to City's water system	\$ 2.37	\$	2.37	
Capital Connection				
5/8" Meter	\$ 558.00	\$	558.00	
1" Meter	\$ 1,394.00	-	1,394.00	
1.5" Meter	\$ 4,462.00	\$	4,462.00	
2" Meter	\$ 5,577.00	\$	5,577.00	
3" Meter	\$ 12,550.00	\$	12,550.00	
4" Meter	\$ 33,466.00	\$	33,466.00	
6" Meter	\$ 83,663.00	\$	83,663.00	
High Pressure District Connection Fee	\$ 1,077.00	\$	1,077.00	
Existing Service Connection Fee	\$ 1,200.00	\$	1,200.00	
Meter & Pit Fees				
5/8" Meter	\$ 425.00	\$	425.00	
1" Meter	\$	\$	2	Call Water Dept for current pricing
1.5" Meter	\$ 26	\$	2	Call Water Dept for current pricing
2" Meter	\$ 2	\$	9	Call Water Dept for current pricing
Larger than 2" must be ordered.				
Meter Pit	\$ 300.00	\$	300.00	
Additional Meters (Apartments & Lawn Sprinkling)				
5/8" Meter	\$ 300.00	\$	300.00	
1" Meter				Call Water Dept for current pricing
Meter and/or Pit Replacements				
Fire Protection Sprinkler				
2" or Larger Service Lines (annually)	\$ 100.00	\$	100.00	
Bulk Water Sales				
Connection	\$ 25.00	\$	25.00	
User/Commodity Rate (5,000 gallon minimum)	\$ 2.37	\$	2.37	
Nater Hydrant Bulk Water Sales				
Connection	\$ 50.00	\$	50.00	
User/Commodity Rate (10,000 gallon minimum, then in 5,000 gallon increments)	\$ 2,37	-	2.37	
Service On fee	\$ 35.00	\$	35.00	
New Account Fee	\$ 25.00		25.00	
Landlord Fee	\$ 10.00		10.00	

## Memorandum



To: Lowell City Council From: Steve Donkersloot

Date: May 14, 2020

Re: Fiscal Year 2021 Operating and Capital Budget

Included in your packet are LL&P's proposed Fiscal Year 2021 Operating and Capital Budgets. Per the City Charter, LL&P's budgets must be presented to the City Council for consideration and approval every year. As such, the City Manager has asked that I give an overview of LL&P's budget process, our Fiscal Year 2021 Operating and Capital Budgets, and the major projects we expect to work on over the course of the next year. I will be at Monday's Meeting to provide this overview and answer any questions the Council may have.

No action is required at this time.

## Lowell Light and Power FY 2021 Operating Budget

Туре	FY 2021 Budget
------	----------------

#### **OPERATING REVENUE**

#### Sales

Sales	
Residential Sales	2,315,000
Residential Renewable Energy Charge	90,360
RS: Energy Optimization	31,000
Residential VGP Program Charge	350
Total Residential Sales	2,436,710
Commercial Sales (GS)	1,033,000
Commercial Sales (GSD)	1,155,000
Commercial GS/GSD Renewable Energy Charge	49,900
GS/GSD Energy Optimization	31,300
GS/GSD VGP Program Charge	500
Commercial Sales (GSDTO)	2,834,000
Commercial Sales (GSDPM)	446,400
Commercial GSDTO/GSDPM Renewable Energy Charge	15,700
GSDTO/GSDPM Energy Optimization	30,500
GSDTO/GSDPM VGP Program Charge	0
Total Commercial Sales	5,596,300
Security/Standby Light Energy Sales	5,500
Total Sales Revenue	8.038.510

Total Sales Revenue	8,038,510
---------------------	-----------

#### Service

Customer Late Charges	60,000
Reconnect/Disconnect Fees	1,500
Pole Attachment Fees	7,500
Meter Charges	0
Miscellaneous Fees	1,000
Miscellaneous Service Revenue	4,000
New Acount/Account Relocation Fee	14,000

Total Service Revenue	88,000

#### Miscellaneous

Chatham Street Lease	48,500
Grant Revenue(s)	0
Other Revenue	10,000

Total Miscellaeneous Revenue	58,500
------------------------------	--------

#### **TOTAL OPERATING REVENUE**

#### **OPERATING EXPENSES**

Operation Supervision/Xsmission System

Generation	
Fuel	81,500
Generation Expenses	65,000
Maintenance: Generating & Electrical Equipment	19,000
Maintenance: Other Power Generation	14,500
Maintenance: Structures	35,000
Maintenance: Supervision & Engineering	0
Miscellaneous Other Power Generation Expenses	89,500
Operating Supervision/Engineering	13,000
Safety and Training Expense	12,000
Tools	4,000
Total Generation Expenses	1 222 500
Total Generation Expenses	333,500
Purchased Power	
AMP Ohio Energy Project	46,787
Belle River Project	592,768
Campbell Number 3 Project	1,675,217
Deficiency Capacity Charge	(162,793
Deficiency Energy Charge	259,476
Energy Services Project	151,447
Land Filled Gas Projects (Granger & NANR)	801,243
MMPA Transmission Project	41,919
Surplus Energy Credit	(81,216
Transmission Charge	(17,035
Kalkaska: CT Project	349,998
MMPA Service Supply Committee Expense	20,000
MPPA Solar Project	34,506
Pegasus Wind Project	206,697
Total Purchased Power Expenses	3,919,014
Distribution	
Customer Installation Expense	32,000
Load Dispatching	500
Maintenance: Line Transformers	10,000
Maintenance: Meters	700
Maintenance: Overhead Lines	52,000
Maintenance: Street Lighting	14,500
Maintenance: Structures	41,000
Maintenance: Substations	5,500
Maintenance: Underground Lines	17,500
Meter Expenses	0
Miscellaneous Distribution Expense	64,500
Operation Supervision/Engineering	84,000

5,000

Overhead Line Expenses	
·	11,000
Street Lighting Expenses	0
Substation Expenses	2,500
Safety and Training Expense	28,000
Tools	20,000
Trucks and Transportation Expense	41,000
Tree Trimming Expense	47,000
Underground Line Expenses	28,000
Total Distribution Expenses	504,700
Customer Accounting	
Customer Accounts: Supervision	16,500
Customer Assistance Expense	31,000
Customer Records/Collections Expense	76,500
Customer Service Training	3,000
Uncollectible Account Expense	7,500
Meter Reading Expense	16,000
Miscellaneous Customer Accounts Expense	43,000
EOC Program Portfolio	13,000
Residential Program Portfolio	38,729
Comm/Indust. Program Portfolio	96,959
Portfolio-Level Costs (Admin)	10,217
Total EOC Program Portfolio	145,905
Total Customer Accounting Expense	339,405
Marketing and Advertising	
Advertising Expense	14,000
· · · · · · · · · · · · · · · · · · ·	,
Demonstrating and Selling Expense	3,500
Demonstrating and Selling Expense	3,500
Total Marketing and Advertising Expense	3,500 17,500
Total Marketing and Advertising Expense	
Total Marketing and Advertising Expense  Admin./General/Outside Services	17,500
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries	17,500
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training	17,500 184,000 2,500
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training  Board Meeting and Related Expense	17,500 184,000 2,500 28,500
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training	17,500 184,000 2,500
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training  Board Meeting and Related Expense	17,500 184,000 2,500 28,500
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training  Board Meeting and Related Expense  O/S: Accounting, Legal, Engineering & Consultant  Total Admin/General/Outside Services Expense	17,500 184,000 2,500 28,500 110,000
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training  Board Meeting and Related Expense  O/S: Accounting, Legal, Engineering & Consultant  Total Admin/General/Outside Services Expense  Office, Insurance, & Maintenance	184,000 2,500 28,500 110,000
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries Board Conferences and Training Board Meeting and Related Expense  O/S: Accounting, Legal, Engineering & Consultant  Total Admin/General/Outside Services Expense  Office, Insurance, & Maintenance  Injuries, Damages, & Safety Expenses	184,000 2,500 28,500 110,000 325,000
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries  Board Conferences and Training  Board Meeting and Related Expense  O/S: Accounting, Legal, Engineering & Consultant  Total Admin/General/Outside Services Expense  Office, Insurance, & Maintenance  Injuries, Damages, & Safety Expenses  Maintenance: Office Building	184,000 2,500 28,500 110,000 325,000 43,000 5,750
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries Board Conferences and Training Board Meeting and Related Expense  O/S: Accounting, Legal, Engineering & Consultant  Total Admin/General/Outside Services Expense  Office, Insurance, & Maintenance  Injuries, Damages, & Safety Expenses	17,500 184,000 2,500 28,500 110,000 325,000 43,000 5,750 136,000
Total Marketing and Advertising Expense  Admin./General/Outside Services  Administrative and General Salaries Board Conferences and Training Board Meeting and Related Expense  O/S: Accounting, Legal, Engineering & Consultant  Total Admin/General/Outside Services Expense  Office, Insurance, & Maintenance Injuries, Damages, & Safety Expenses  Maintenance: Office Building  Office Supplies, Fees, Dues, Phone, Maintenance	184,000 2,500 28,500 110,000 325,000 43,000 5,750

Employee Benefits & Other Compensation	
Compensated Absences	152,000
Employee Pensions & Benefits	465,000
OPEB	C
Other Compensation	72,500
Taxes: Social Security & Medicare	97,000
Retiree Medical Insurance Coverage	44,000
Total Employee Benefits & Other Compensation	830,500
Miscellaneous	
Conference/Seminar Expense	40,000
Miscellaneous General Expenses	6,250
Total Miscellaneous Expenses	46,250
December 1	
Depreciation Expenses	607.555
Depreciation Expense	685,000
Total Depreciation Expenses	685,000
	003,000
TOTAL OPERATING EXPENSES	7,219,619
OPERATING INCOME (LOSS)	065 201
STERVING RECORD (LOSS)	965,391
NON ODERATING DEVENUE (EVDENCE)	
NON-OPERATING REVENUE (EXPENSE)	
Interest Income	
nterest and Dividend	27,000
nterest Income Series 2002	0
MPPA Trust Fund Change	0
MPPA Working Capital Interest	0
Fifth Third Investments FMV Change	0
Total Interest Income	27,000
nterest Expense	
nterest Expense on Customer Deposits	0
nterest Expense Installment Purchase Loan(s)	9,470
nterest Expense Series 2012 Bonds	58,373
otal Interest Expense	67,843
Gain/Loss on Sale of Property/Investment	
Gain on Property Disposal	100,000

2020 Capital Budget	\$ 1,222,950
NET INCOME (LOSS)	673,075
(	
TOTAL NON-OPERATING REVENUE (EXPENSE)	(292,316)
Total Transfers	351,473
	331,173
PILOT - City of Lowell	351,473
Transfers	
Total daily Loss on Sale of Property/Investments	100,000
Total Gain/Loss on Sale of Property/Investments	100,000
Loss on Sale of Investments	0
Loss on Property Disposal	0
Gain on Sale of Investments	0

## Memorandum



To: Lowell Light & Power Board

From: Steve Donkersloot

Date: May 14, 2020

Re: LL&P Board Recommendation to the City Council to Adopt Resolution Authorizing

the Publication of a Notice of Intent to Issue Bonds

During February's LL&P Strategic Planning Session and March's Board Meeting, the LL&P Board and staff discussed the numerous, long overdue facility upgrades that need to take place at LL&P's Energy Center. At April's LL&P Board Meeting, there was discussion about moving forward with all of these projects, rather than only a handful, in FY 2021 by issuing revenue bonds. The reasons for this were as follows: (1) Debt is extremely cheap right now due to the COVID-19 pandemic; (2) Moving forward with projects now could be a potential benefit to the local economy; (3) From a logistics and convenience standpoint LL&P's employees who work out of the Energy Center, it would be much easier for everything to happen over a short, specified time window (12 months for example) rather than dragging projects out over several years; (4) Recognizing all of the projects eventually need to happen, why kick the can down the curb when things will very likely only cost more in the future? After discussion, there was a consensus to proceed in this direction.

Thus, to begin the process, the LL&P Board adopted a Resolution Recommending (to the City Council) the Adoption of a Resolution of Intent and the Publication of a Notice of Intent to Issue Revenue Bonds at their May 13<sup>th</sup> Board Meeting. Included in your packet is the Resolution the LL&P Board is recommending the Council adopts, as well as the Notice of Intent that would be published in the Ledger.

Adopting this Resolution does not obligate LL&P to issue debt, require the City to re-pay any of the potentially issued debt, or impact the City's legal debt margin that is available to be issued. Adopting this Resolution simply starts a 45-day clock in which the public can petition that the sale of the revenue bonds (assuming LL&P moves forward) is decided by a vote of the people rather than a vote of the LL&P Board and City Council; this must be done per Act 94 of the Public Acts of Michigan of 1933. Until the 45-day time period passes, LL&P cannot move forward.

It is the LL&P Board's recommendation for the City Council to adopt the Resolution Authorizing the Publication of a Notice of Intent to Issue Bonds that is included in your packet.

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

#### RESOLUTION NO. 13-20

RESOLUTION AUTHORIZING THE PUBLICATION OF A NOTICE OF INTENT TO ISSUE BONDS IN CONNECTION WITH THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS PURSUANT TO ACT 94 OF THE PUBLIC ACTS OF MICHIGAN OF 1933, AS AMENDED, AND DECLARING INTENT OF THE CITY TO REIMBURSE ITSELF FOR THE COSTS OF IMPROVEMENTS TO THE CITYS ELECTRIC SYSTEM

Councilmember	, supported	by Councilmember	er,
moved the adoption of the following r	esolution:		

WHEREAS, the City through its Department of Light & Power intends to finance all or a portion of the costs of the improvements and renovations to the Department of Light and Power building at 625 Chatham Street in the City and improvement to an adjacent parking lot (the "Improvements") by the issuance of one or more series of revenue bonds (the "Bonds") in an amount not to exceed \$995,000 pursuant to Act 94 of the Public Acts of Michigan of 1933, as amended ("Act 94"); and

WHEREAS, it is necessary to publish a notice of intent to issue bonds for the Bonds pursuant to Section 33 of Act 94; and

WHEREAS, the City desires to express its intent to reimburse itself the cost of all or a portion of the costs of the Improvements from proceeds of the Bonds.

#### NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

- 1. That a notice of intent to issue bonds for the Bonds in an amount not to exceed \$995,000 shall be published in accordance with Section 33 of Act 94.
- 2. That the City Clerk is authorized and directed to publish the notice of intent to issue bonds in *The Lowell Ledger*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number or persons to whom said notice is directed, which notice shall be in the form of Exhibit A attached hereto.

- 3. That the City, pursuant to Section 1.150-2 of the Treasury Regulations promulgated pursuant to the Internal Revenue Code of 1984, as amended, declares its intent to reimburse itself the costs of all or a portion of the Improvements from proceeds of the Bonds.
- 4. That a copy of this resolution shall be available for public inspection at the office of the City Clerk at City Hall, 301 E. Main Street, Lowell, Michigan or a copy will be sent to the requester upon request to the City Clerk by telephone at 616-897-8457.
- 5. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of such conflict.

YEAS:			
NAYS:	Councilmembers		
ABSTAIN:	Councilmembers		
ABSENT:	Councilmembers		
RESOLUTI	ON DECLARED ADOPTED.		
Dated: May 1	8, 2020	Susan Ullery City Clerk	

#### **CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on May 18, 2020, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended and Executive Order Number 2020-75 of the Governor of the State of Michigan.

IN WITNESS WHEREOF, I have affixed my official signature this 18th day of May, 2020.

Susan	Ullery,	City Clerk	

#### **EXHIBIT A**

#### CITY OF LOWELL KENT COUNTY, MICHIGAN

NOTICE OF INTENT TO ISSUE BONDS TO ELECTORS AND TAXPAYERS OF THE CITY OF LOWELL, KENT COUNTY, MICHIGAN SECURED BY THE REVENUES OF THE CITY'S ELECTRIC SYSTEM AND THE RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE THAT THE CITY OF LOWELL (the "City") intends to issue revenue bonds in a maximum amount of not to exceed \$995,000.

The bonds shall be used for the purpose of paying all or a portion of the costs of improvements and renovations to the Department of Light and Power building at 625 Chatham Street in the City and improvements to an adjacent parking lot.

The bonds, to be issued in one or more series, shall mature within the maximum term permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law. The bonds shall be issued pursuant to Act 94 of the Public Acts of Michigan of 1933, as amended ("Act 94").

#### **SOURCE OF PAYMENT**

The principal of and interest on the bonds shall be payable from the revenues derived from the operations of the City's Electric System and shall not constitute a general obligation of the City nor an indebtedness of the City within any constitution, statutory and charter limitation.

#### RIGHT OF REFERENDUM

The bonds will be issued without a vote of the electors of the City approving said bonds unless within 45 days from the date of publication of this notice, a petition signed by not less than 10% of the registered electors residing within the limits of the City, shall have been filed with the City Clerk requesting a referendum upon the question of the issuance of the bonds, then the bonds shall not be issued until approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

This notice is published pursuant to the requirements of Section 33 of Act 94.

Susan Ullery City Clerk

#### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 15, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager M/

RE: Ordinance 20-02

In April, the City Administration came to the City Council to discuss commercial waste haulers violating our noise ordinances as they were handling their routes very early in the morning. Residents adjacent to some of these businesses were complaining of this practice. We asked at the time to consider modifications to the noise ordinance and were directed by Council to come back with an ordinance to approve.

Since them Chief Bukala and I have been working with Jessica Wood to modify the ordinance to accommodate this. Ms. Wood looked at the ordinances and only amended section 11-36 of the waste hauler ordinance. In the ordinance it set that all waste haulers can pick up the City between 7:00 AM to 9:00 PM daily.

We did not amend the noise ordinance because after reading it, it is probably unnecessary. The noise ordinance is a bit more generalized and there may be reasons beyond noise why waste hauling is limited to the hours above. Noise ordinances are usually a poor tool to enforce this and since waste haulers must be licensed a quicker remedy is for the City to terminate haulers licenses for excessive violations of the waste hauling article of the ordinance.

I have attached a revision to section 11-36 for your review. I recommend the City Council approve Ordinance 20-02 as presented.

#### CITY OF LOWELL KENT COUNTY, MICHIGAN

#### ORDINANCE NO. 20-02

NOTICE OF ADOPTION AND SUMMARY OF AN ORDINANCE AMENDING SECTION 11-36 "TIME FOR COLLECTION AND TRANSPORT" OF THE CODE OF ORDINANCES OF THE CITY OF LOWELL IN ORDER TO SET THE TIMES OF DAY DURING WHICH A WASTE HAULER CAN COLLECT AND TRANSPORT SOLID WASTE

Councilmember,	supported	by	Councilmember	=
moved the adoption of the following ordinar	nce:			

#### THE CITY OF LOWELL ORDAINS:

Section 1. Amendment to Section 11-36 of Chapter 11. Section 11-36 "Time for Collection and Transport" of Chapter 11 of the Code of Ordinances of the City of Lowell is amended in its entirety to read as follows:

#### Sec. 11-36. - Time for collection and transport.

Waste haulers shall only collect and transport solid waste within the city between the hours of 7 a.m. and 9 p.m. daily.

**Section 2. Publication.** After its adoption, the City Clerk shall publish or cause to be published this ordinance or a summary thereof, as permitted by law, along with its date of adoption in the *Lowell Ledger*, a newspaper of general circulation in the City, at least ten (10) days before its effective date.

**Section 3.** Effective Date. This ordinance shall take effect ten (10) days after it, or a summary thereof, as permitted by law, along with the date of its adoption, is published as provided in Section 2 above.

YEAS:	Councilmembers	
NAYS:		
ABSTAIN:	Councilmembers	
ABSENT:		
ORDINANC	CE DECLARED ADOPTEI	
Dated:	, 2020	Susan Ullery City Clerk
	CE	RTIFICATION
above ordinar Lowell City (of the Public ordinance or <i>Ledger</i> , on _ the Ordinance 2020, ten (10)	Acts of Michigan of 1976, as a summary of its contents  2020. I fue Book of the City on  days after publication.	e City of Lowell, Michigan (the "City"), certify that the opy of an ordinance adopted at a regular meeting of the 20, pursuant to notice given in compliance with Act 267 is amended, and notice of its adoption, including the full and its effective date, was published in the Lowell arther certify that the above ordinance was entered into, 2020, and was effective,
Dated	, 2020	Susan Ullery
		City Clerk

#### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM

DATE:

May 14, 2020

TO:

Mayor DeVore and the Lowell City

Council

FROM:

Michael T. Burns, City Manager

RE:

Furloughs MD

As you know, the City of Lowell is projected to lose over \$160,000 in revenue in all funds throughout the City due to the COVID-19 pandemic we are living in. There is potential for the City to lose much more than projected depending on how this crisis pans out. Since March 23, 2020, the City of Lowell has made staffing modifications to comply with Governor Gretchen Whitmer's Stay at Home Order. At this point, the City has and will do everything we can to keep our full time staff gainfully employed.

I am purposing to furlough 15 of our 19 Full Time Employees to 80% of their hourly pay or salary. I will propose the City continue to provide all benefits as we do currently. MERS Service Credit will still be counted in full, however, during the time of furlough MERS will only count what the City pays each employee and base that towards each employees final average compensation as it will be reduced some. I will be furloughed also if this is implemented. The water treatment plant employees and the two employees set to retire on July 31, 2020 will not be furloughed. Every other full time City employee will be furloughed.

The City would enroll each employee to be eligible for the Michigan Work Share Program. This is a supplemental unemployment insurance program. This means to offset their loss in pay, they will be eligible for a 20% share of the weekly unemployment allocation of \$362 per week. This program is put in place for government and non-profit organizations, businesses and corporations. This allows for the entity to furlough a larger amount of employees and offset their pay reduction some and reduce massive layoffs.

In addition to the Work Share Program, each employee would be eligible for the unemployment benefits in the amount of \$600 per week. This program is currently in place until July 31, 2020. During this time period, we are anticipating that in all cases, furloughed employees will receive at least full income replacement and perhaps additional sums beyond that.

The City of Lowell is not alone in implementing the work share program. I am aware of several cities statewide implementing this in some form. In addition, the State of Michigan did this with many of their employees this past week. With the current situation and the additional \$600 per week in pay, it is being deemed as a win-win for the employee and the employer. If the City Council is supportive of this furlough until July 31, 2020 the City will reduce approximately \$45,000 in payroll costs in an 11 week period. If the Federal Government chooses to continue the \$600 per week pay beyond July 31st and the City can continue to participate in the program and we stand to reduce more.

I don't foresee the City getting much assistance from the state and federal government as we move forward. The State of Michigan has a \$3 Billion decline they are going to deal with and I anticipate them reducing payments to counties, cities, villages and townships in every way they can. This might be the only assistance we are available to.

Personally, this is probably the most bizarre government program I have ever seen and is by no means sustainable. However, there is a significant savings to the City and I have a fiscal responsibility to present this to you for consideration. My concern is this might be treated kind of like how the large corporations are taking the federal assistance from small businesses who are in greater need of the assistance. That is a legitimate possibility, but I believe we have to look at every unturned stone in dealing with this and I know other cities are doing this.

How would this work for the employee? All hourly employees can only work 32 hours per week. Anything over 32 hours will negatively impact your unemployment payout. Salaried employees still are responsible for getting their tasks complete but if we do so in a 32 hour a week situation this is fine. For the DPW employees impacted by this, if approved, their schedule will be Monday through Thursday. In the event the on call employee will have their hours reduced during the week to make sure one doesn't go over 32 hours in the event they are called out. Police Officers will work 32 hours a week and their shifts will be offset by our part time police officers. City Hall will be placed on two teams. Team A will work Monday through Thursday and Team B will work Tuesday through Friday and we will shift each week so each employee has every other Friday off.

Will employees have to file unemployment claims? I know everyone has probably heard all of the issues with people attempting to sign up for unemployment. This was a concern of mine also. The way the Work Share program works is the employer handles all aspects of managing the unemployment claim. While we have yet to implement, the City has already enrolled each employee who would be furloughed for unemployment benefits and the City has already been approved for the work share program. The only step the impacted employee has to take is that in the next few weeks, they will receive a letter asking where they want their benefits to be deposited. They will need to respond to the phone number given to provide this. The City has to certify each week that the employee worked 32 hours and then the claims are processed. Lori Gerard and I will be responsible for that task.

How long will this last? The plan is for this to continue until July 31, 2020. However, if President Trump and the Federal Government extend the \$600 week payout, we might consider this longer. However, if we are having difficulty in getting unemployment claims paid or unemployment runs out before July 31, 2020, we will end this sooner and reevaluate. I have approached both Unions of this plan and they are supportive and will work with me on the logistical issues which may come up.

These decisions are never easy, but this provides an immediate savings which could help prevent complete layoffs or eliminating departments of the city, which I have already presented for consideration at a high level. We look forward to concluding this furlough as soon as possible based on the City's budget, operational needs, applicable government regulations or directives, and the like.

While this may fall solely in the role of the City Manager to make this decision, I felt the need to involve the City Council in this if we move forward rather than me just implementing it. I recommend the Lowell City Council approve the furloughs of employees as presented.

#### **OFFICIAL WEBSITE OF MICHIGAN.GOV**

The Department of

## **Labor and Economic Opportunity**



LABOR AND ECONOMIC OPPORTUNITY / INSIDE LEO / UNEMPLOYMENT INSURANCE AGENCY

# WorkShare

RESTART. RETAIN.

Michigan's Work Share program allows employers to restart their business and bring employees back from unemployment. Employers can bring employees back with reduced hours - while employees collect partial unemployment benefits to make up a portion of the lost wages. Employers can also retain their current workforce and are given the flexibility to choose which of their employees are part of a Work Share plan.

**Work Share Program Information** 

**Work Share Brochure** 



**Work Share Under Executive Order 2020-57** 

As a result of Governor Whitmer's **Executive Order 2020-57**, Michigan's Work Share program eligibility requirements have been expanded.

- If business demand is down, employers participating in workshare can preserve their workforce while reducing hours and wages by 10 60%.
- Waived the length of time requirement that employers must be in business.
- Waived the requirement that employers have a current or positive balance with UIA.

#### **Work Share Requirements:**

- Employers are given flexibility to organize which employees are in a Work Share plan.
- A plan must include a minimum of two employees and an employer can have multiple plans.
- Plans may be approved for a period of up to 52 consecutive weeks.
- Employee hours/wages may be reduced by a minimum of 10% up to a maximum 60%.
- Part-time employees are eligible, but Work Share does not apply to seasonal, temporary, or intermittent employment.
- Employer must obtain approval of any applicable collective bargaining unit representative.
- Employers participating in Work Share cannot modify employees fringe benefits.

#### **Under the Federal CARES Act:**

• Employees that receive a percent of Michigan unemployment benefits (including Work Share) also receive an additional \$600 federal payment in Pandemic Unemployment Assistance through the CARES Act through July 2020.

Q



#### **How It Works**

With the Work Share program, a worker receives a reduced salary from an employer, but is given a percent their state benefits plus the additional \$600 federal benefit through July. The reduction in work hours must result in an equivalent reduction in wages.

**Example:** If a worker's weekly wages are \$1,000, yet the employer needs to reduce their salary/hours by 30%. Under Work Share, their weekly salary would be \$700 (\$1,000 - 30% = \$700). Plus 30% of their state unemployment benefits (\$362 maximum x .30 = \$108), plus an additional \$600 federal payment in Pandemic Unemployment Assistance through the CARES Act through July 2020.

With Work Share, the employee would earn \$1,408/week through July 2020 vs. \$962 without Work Share.

As businesses are reopened, Work Share can help employers bring back their employees from unemployment faster and allows employers to retain their workforce and avoid layoffs.

#### RETAINING EMPLOYEES EXAMPLE

#### RESTARTING BUSINESS EXAMPLE

### **How to Apply**

Employers may file an application online through the **Michigan Web Account Manager** (MiWAM).

For more information, call the Office of Employer Ombudsman at 1-855-484-2636.

Q



## **WORK SHARE FAQ**

**Employee FAQ** 

**Employer FAQ** 



**FOIA** 

MICHIGAN.GOV HOME ADA MICHIGAN NEWS POLICIES

**COPYRIGHT 2020 STATE OF MICHIGAN** 

#### LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



**DATE:** May 15, 2020

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager

**RE:** Memorial Day events

Due to the COVID-19 pandemic, this is forcing changes to our annual Memorial Day events. This being said, the current Stay at Home Executive Order from Governor Whitmer is giving City Administration difficulty in how to handle the Memorial Day remembrances.

I have been in contact with Herm Westsrate who is the Commander of the Veterans of Foreign Wars Post 8303. He has informed me that the parade has been canceled. They are requesting to utilize Oakwood Cemetery on Memorial Day and do so without putting the public at risk. They would like read the names and allow businesses and organizations to present flowers at the Civil War Monument. There would also be an Honor Guard to render a rifle salute before the playing of taps. This is similar to their normal event.

They would limit the number of attendee to an appropriate number and require 6 feet of distance between all people. If this is not acceptable to the City, then at a minimum they would like us to allow for the Rifle Squad, Taps being played and the leadership of the VFW and American Legion, with the ceremony no longer than 30 minutes.

Jessica Wood and I have reviewed Executive Order 2020-77 and it clearly does not allow this activity and we cannot categorize it into one of the three functions allowable in the Executive Order. Those functions allowable as defined in the EO would be "a necessary government function, critical infrastructure or minimum basic operation." We cannot find a way to articulate this event in any of these categories.

The one area we might and this could be a stretch, is that funerals are allowed if there are less than 10 people gathered. Funerals are loosely defined in the EO. So since this is a gathering to honor soldiers who have died fighting for our nation, we believe this is allowable as long as no more than ten people are at event. Any patrons beyond 10, would technically violate the Executive Order.

Unfortunately, Governor Whitmer has not provided any guidance on this matter. Kent County Prosecutor Chris Becker has stated his interpretation is the same we found. I know there is legal case between our Legislature and Governor pertaining to the validity of the Executive Orders issued. Until a judge rules otherwise, these orders are valid on their face. I cannot recommend anything outside this scope. The City Charter requires me to follow all laws and ordinances. These are deemed as emergency laws at this time.

However, I guess you have the option to not follow the Executive Order and allow the event as you normally do. I do not know what the ramifications would be if you ignored them and allowed the VFW and American Legion to operate as you would normally. I could see the possibility of revenue sharing or other financial opportunities available to cities not be given to those who violate the Executive Orders.

These Executive Orders are very difficult to decipher in many instances. I need your guidance on how you would like this matter handled.



Lowell MI 49331

Dear Lowell City Council,

The purpose of this letter is to make a request for your approval as it relates to the annual Memorial Day Ceremony at the Oakwood Cemetery. We realize that social distancing requirements and the threat of COVID 19 have led to the closure of the parade, but we Veterans of Lowell's VFW and American Legion Posts think we can continue this tradition without putting the public at risk. Our plan if approved would to be to honor the veterans that have died in the Lowell area over the past year. We will read the names and allow local businesses and organizations to present flowers at the Civil War Monument. We would also like to have an Honor Guard render a rifle salute before the playing of taps.

If desired, we will limit the number of attendees to a number that you think is appropriate allowing for the 6 feet of distance between all people. We believe that we owe this honor to our fallen Warriors and would ask that you all unanimously approve our request.

If you do not think that we can safely carry out this ceremony with an audience we would ask that you approve at a minimum the Rifle Squad, Taps player and the Leadership of the VFW and American Legion. The ceremony should take no longer than 30 minutes.

Thank you for your time and consideration in this manner. Herman Westsrate is the point of contact if you have any questions.

Warm regards,

Herman Westsrate Commander Veterans of Foreign Wars Post 8303 616-299-3619

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

Complaint Book Total	203	369	512	628									
Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
Total Arrests	12	13	10	0									35
Alcohol (MIP/Open Intox)	2	0	0	0									2
Drug Law Violations	0	0	0	0									0
Drunk Driving	1	2	1	0									4
Suspended License	0	4	2	0									6
Warrant Arrest	4	2	4	0									10
Other Arrests	5	5	3	0									13
Assault	5	0	0	0									5
Assault (Civil/Verbal)	2	5	3	6									16
Assault (Domestic)	4	0	5	1									10
Assist from Other Agency	13	9	6	2									30
Assist to Other Agency	14	20	18	17									69
Assist to Citizen	17	26	15	11									69
Breaking & Entering	1	0	0	1									2
Disorderly Conduct	3	4	1	6									14
Dog/Animal	5	2	5	0									12
Larceny	4	2	2	5									13
Malicious Destruction	0	2	2	1									5
Motorist Assist	9	6	3	2									20
Ordinance Violations	10	6	6	4									26
Accident Total	8	9	5	6									28
{Property Damage}	8	6	5	6									25
{Personal Injury}	0	3	0	0									3
								41					
Citations Issued	38	47	15	0									100
Traffic Stops: Warned	109	101	55	4									269
Total # of Traffic Stops	147	130	62	2									341

# OTHER AGENCIES ASSISTING LOWELL POLICE DEPARTMENT APRIL 2020

COMP.#	DATE	INCIDENT	DEPARTMENT	STATUS
20-0606	4/25/2020	VERBAL DOMESTIC	KENT COUNTY	BACK-UP
20-0617	4/28/2020	INTOXICATED SUBJECT	ROCKFORD AMBULANCE	ASSISTED

# LOWELL POLICE DEPARTMENT ASSISTING OTHER AGENCIES APRIL 2020

COMP#	DATE	INCIDENT	DEPARTMENT	STATUS	VENUE
20-0513	4/1/2020	PI ACCIDENT	KENT COUNTY	ASSISTED	VERGENNES
20-0525	4/3/2020	DISORDERLY SUBJECTS	KENT COUNTY	BACK-UP	VERGENNES
20-0530	4/3/2020	SUICIDAL SUBJECT	KENT COUNTY	BACK-UP	LOWELL TWP
20-0532	4/4/2020	POSSIBLE DOMESTIC	KENT COUNTY	BACK-UP	LOWELL TWP
20-0533	4/5/2020	ROAD RAGE	IONIA COUNTY	ASSISTED	CITY OF LOWELL
20-0536	4/5/2020	NOISE COMPLAINT	KENT COUNTY	BACK-UP	LOWELL TWP
20-0543	4/7/2020	PI ACCIDENT	KENT COUNTY	ASSISTED	LOWELL TWP
20-0561	4/12/2020	CAR - DEER ACCIDENT	KENT COUNTY	HANDLED CALL	LOWELL TWP
20-0580	4/17/2020	SUICIDAL SUBJECT	KENT COUNTY	BACK-UP	LOWELL TWP
20-0586	4/19/2020	SUSPICIOUS SITUATION	KENT COUNTY	BACK-UP	LOWELL TWP
20-0588	4/19/2020	DOMESTIC / RESISTING OFFICER	KENT COUNTY	BACK-UP	LOWELL TWP
20-0590	4/20/2020	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
20-0597	4/22/2020	DOMESTIC	KENT COUNTY	BACK-UP	LOWELL TWP
20-0609	4/26/2020	VERBAL DOMESTIC	KENT COUNTY	BACK-UP	LOWELL TWP
20-0613	4/28/2020	SUSPICIOUS SITUATION	KENT COUNTY	BACK-UP	LOWELL TWP
20-0614	4/28/2020	DOMESTIC	KENT COUNTY	BACK-UP	VERGENNES
20-0622	4/29/2020	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL

## MONTHLY COMPARISON TOTALS FOR THE YEARS 2019 AND 2020

ACTIVITY	APRIL	2019 YEAR-TO-DATE	APRIL	2020 YEAR-TO-DATE
Total Arrests	16	64	0	35
Alcohol (MIP/Open Intox)	1 *	2	0	2
Drug Law Violations	2	4	0	0
Drunk Driving	2	7	0	4
Suspended License	2	7	0	6
Warrant Arrest	4	25	0	10
Other Arrests	5	19	0	13
Assault	1	6	0	5
Assault (Verbal)	2	10	6	16
Assault (Domestic)	1	3	1	10
Assist from Other Agency	10	31	2	30
Assist to Other Agency	6	44	17	69
Assist to Citizen	18	139	11	69
Breaking & Entering	1	6	1	2
Disorderly Conduct	3	12	6	- 14
Dog Complaints	2	9	0	12
Larceny	2	24	5	13
Malicious Destruction	2	7	1	5
Motorist Assist	15	46	2	20
Ordinance Violations	2	7	4	26
Accident Total	3	37	6	28
{Property Damage}	2	36	6	25
{Personal Injury}	1	1	0	3
Citations Issued	37	112	0	100
Traffic Stops: Warned	107	343	4	269
# of Traffic Stops Made	126	415	2	341
TOTAL COMPLAINTS	170	693	116	628



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

Friday, May 08, 2020

Fire Authority Board:

We responded to 58 total incidents for the month of April.

We are continuing to meet weekly to review procedures regarding COVID-19.

We have a few known cases in our area per the KCEMS information we receive almost daily.

The department has participated in numerous birthday drive-bys over the past few weeks and we will continue to do so as long as we have members available to drive during the day. At this point most everyone is back to work at their fulltime jobs

Shannon and I have had a few conversations with McGrath and continue to give them data they're requesting.

We have three team members starting medical training in May. It will start out on-line then move to classroom when time and restrictions allow.

Shannon, Corey and I are reviewing all reports.

Please feel free to contact me at (616) 648-1478 with any questions or concerns.

Respectfully, Ron van Overbeek

Fire Chief, Lowell Area Fire Dept.

Lowell, MI

This report was generated on 5/4/2020 3:38:08 PM



#### Incident Count per User-Defined Fields for Date Range

Start Date: 04/01/2020   End Date: 04/30/2020	
ANSWERS	# INCIDENTS
USER-DEFINED FIELD: SCBA (Required)	
0	57
00	1
USER-DEFINED FIELD: Hose 1.5 inch Feet used (Requi	red)
0	58
USER-DEFINED FIELD: Hose 3 inch Feet used (Require	ed)
0	58
USER-DEFINED FIELD: Hose 5 inch feet uesd (Required	d)
0	58
USER-DEFINED FIELD: Hand Tools Used (Required)	
0	53
1 Halagon	1
1 TIC	1
chain saw	1
TIC	2
( <b>6</b> )	j l
USER-DEFINED FIELD: Rescue Tools Used (Required)	
0	58
	· · · · · · · · · · · · · · · · · · ·
USER-DEFINED FIELD: Water used (gal) (Required)	The second secon
	58
JSER-DEFINED FIELD: LUCAS (Required)	
NO	57
Yes	1

Lowell, MI

This report was generated on 5/4/2020 3:37:24 PM



#### Incident Count with Man-Hours per Zone for Date Range

Start Date: 04/01/2020 | End Date: 04/30/2020

ZONE	INCIDENT COUNT	MAN-HOURS
City of Lowell - City	22	26:38
Lowell Township - Lowell Township	20	29:06
Vergennes Township - Vergennes Township	16	17:47
TOTAL	. 58	73:31

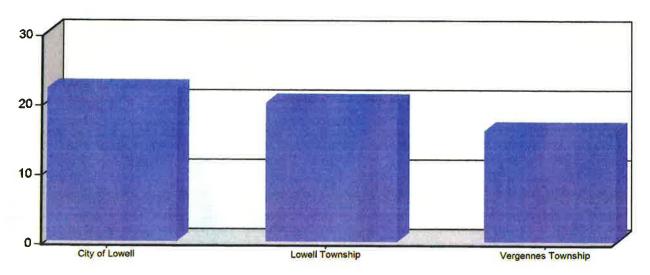
Lowell, MI

This report was generated on 5/4/2020 3:40:38 PM



#### Incident Count per Zone for Date Range

Start Date: 04/01/2020 | End Date: 04/30/2020



ZONE	# INCIDENTS
City of Lowell - City	22
Lowell Township - Lowell Township	20
Vergennes Township - Vergennes Township	16

TOTAL: 58

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Lowell, MI

This report was generated on 5/4/2020 3:38:56 PM



#### Basic Incident Info with Number of Responding Apparatus and Personnel for Date Range

Start Date: 04/01/2020 | End Date: 04/30/2020

DATE	INCIDENT#	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
04/01/2020	2020-213		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	3	9
04/01/2020	2020-214		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	3
04/01/2020	2020-215		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	3
04/01/2020	2020-216		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	2	5
04/01/2020	2020-217		561 - Unauthorized burning		City of Lowell - City	1	5
04/02/2020	2020-218		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	4
04/02/2020	2020-219		561 - Unauthorized burning		City of Lowell - City	2	5
04/03/2020	2020-220		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	4
04/03/2020	2020-221		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	5
04/04/2020	2020-222		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	9
04/04/2020	2020-223		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	5
04/05/2020	2020-224		735 - Alarm system sounded due to malfunction		City of Lowell - City	1	4
04/05/2020	2020-225		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	6
04/05/2020	2020-226		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	6

Only REVIEWED incidents included.



Doc ld: 948 Page # 1

DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
04/05/2020	2020-227		444 - Power line down		Vergennes Township - Vergennes Township	2	6
04/05/2020	2020-228		561 - Unauthorized burning		Vergennes Township - Vergennes Township	1	6
04/05/2020	2020-229		531 - Smoke or odor removal		Lowell Township - Lowell Township	3	17
04/06/2020	2020-230		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	4
04/07/2020	2020-231		322 - Motor vehicle accident with injuries_		Lowell Township - Lowell Township	3	7
04/07/2020	2020-232		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	6
04/08/2020	2020-233		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	6
04/08/2020	2020-234		500 - Service Call, other		Lowell Township - Lowell Township	2	9
04/09/2020	2020-235		611 - Dispatched & cancelled en route		City of Lowell - City	1	4
04/09/2020	2020-236		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	4
04/09/2020	2020-237		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	4
04/10/2020	2020-239		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	5
04/10/2020	2020-240		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	5
04/11/2020	2020-241		561 - Unauthorized burning		City of Lowell - City	2	10
04/12/2020	2020-242		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	4
04/12/2020	2020-243		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	4
04/12/2020	2020-244		561 - Unauthorized burning		Lowell Township - Lowell Township	1	8
04/14/2020	2020-245		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	5

Only REVIEWED incidents included.



DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS
04/14/2020	2020-246		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	2	4
04/15/2020	2020-247		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	2	4
04/15/2020	2020-248		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	2	5
04/15/2020	2020-249		735 - Alarm system sounded due to malfunction		Vergennes Township - Vergennes Township	1	5
04/16/2020	2020-250		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	3
04/17/2020	2020-251		611 - Dispatched & cancelled en route		City of Lowell - City	1	1
04/17/2020	2020-252		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	4
04/17/2020	2020-253		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	5
04/19/2020	2020-254		611 - Dispatched & cancelled en route		Lowell Township - Lowell Township	1	5
04/21/2020	2020-255		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	4
04/21/2020	2020-256		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	4
04/22/2020	2020-257		600 - Good intent call, other		Vergennes Township - Vergennes Township	2	7
04/22/2020	2020-258		611 - Dispatched & cancelled en route		Lowell Township - Lowell Township	1	4
04/22/2020	2020-259		113 - Cooking fire, confined to container		City of Lowell - City	3	14
04/23/2020	2020-260		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	4
04/23/2020	2020-261		611 - Dispatched & cancelled en route		Vergennes Township - Vergennes Township	2	4
04/24/2020	2020-262		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	5

Only REVIEWED incidents included.



DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
04/25/2020	2020-263		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	4
04/25/2020	2020-264		561 - Unauthorized burning		City of Lowell - City	1	5
04/25/2020	2020-265		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	4	7
04/26/2020	2020-267		561 - Unauthorized burning		City of Lowell - City	1	6
04/27/2020	2020-268		321 - EMS call, excluding vehicle accident with injury		Vergennes Township - Vergennes Township	1	4
04/28/2020	2020-269		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	1	5
04/28/2020	2020-270		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	1	3
04/28/2020	2020-271		321 - EMS call, excluding vehicle accident with injury		City of Lowell - City	2	3
04/29/2020	2020-272		321 - EMS call, excluding vehicle accident with injury		Lowell Township - Lowell Township	2	5

**TOTAL # INCIDENTS:** 

58

Only REVIEWED incidents included.



# CITY OF LOWELL REPORT FOR: APRIL FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 14.99666 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF:APRILTOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 236.75 HOURS, WHICH RESULTED IN
316.5 MAN HOURS FOR THE OPERATION.
CHEMICAL COST PER MILLION GALLONS: \$ 141.22
ELECTRICAL COST PER MILLION GALLONS: \$ 272.70
TOTAL COST PER MILLION GALLONS: \$ 413.92
WATER PRODUCTION
DAILY AVERAGE:0.500 MILLION GALLONS
DAILY MAXIMUM:0.580 MILLION GALLONS
DAILY MINIMUM: 0.410 MILLION GALLONS

THE AVERAGE PLANT OPERATION TIME WAS \_\_\_\_\_\_\_ HOURS PER DAY.

05/13/2020 04:37 PM User: SUE

DB: Lowell

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 1/18

PERIOD ENDING 04/30/2020

DR: TOMETT		131103 2110110 01/30/2	020	AGETHTEN TOD		
		2019-20	YTD BALANCE	ACTIVITY FOR MONTH	AVAILABLE	% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	04/30/2020	04/30/2020	BALANCE	USED
Fund 101 - GENERAL	FUND					
Revenues						
TAXES	TAXES	2,082,750.79	1,938,123.52	29,858.77	144,627.27	93.06
STATE	STATE GRANTS	415,009.00	281,247.06	66,441.81	133,761.94	67.77
LICPER	LICENSES AND PERMITS	42,300.00	32,892.43	500.00	9,407.57	77.76
CHARGES	CHARGES FOR SERVICES	360,733.00	36,967.68	3,364.00	323,765.32	10.25
INT	INTEREST AND RENTS	8,100.00	14,884.85	0.00	(6,784.85)	183.76
OTHER	OTHER REVENUE	13,150.00	13,859.69	200.00	(709.69)	105.40
TRANSIN	TRANSFERS IN	303,382.00	321,766.00	0.00	(18,384.00)	106.06
FINES	FINES AND FORFEITURES	9,500.00	7,324.90	10.00	2,175.10	77.10
LOCAL	LOCAL CONTRIBUTIONS	11,108.00	15,522.21	2,902.88	(4,414.21)	139.74
TOTAL REVENUES		3,246,032.79	2,662,588.34	103,277.46	583,444.45	82.03
Expenditures					,	
000		0.00	0.00	0.00	0.00	0.00
101	COUNCIL	21,675.00	16,091.14	794.89	5,583.86	74.24
172	MANAGER	135,807.79	146,717.92	11,473.78	(10,910.13)	108.03
191	ELECTIONS	15,525.00	5,648.73	135.70	9,876.27	36.38
209	ASSESSOR	60,600.00	43,206.16	3,757.24	17,393.84	71.30
210	ATTORNEY	60,000.00	62,376.35	11,217.30	(2,376.35)	103.96
215	CLERK	130,930.47	96,025.60	3,662.77	34,904.87	73.34
253	TREASURER	225,789.26	179,949.47	3,303.71	45,839.79	79.70
265	CITY HALL	148,663.83	107,275.85	9,545.82	41,387.98	72.16
276	CEMETERY	128,196.54	77,478.31	937.72	50,718.23	60.44
294	UNALLOCATED MISCELLANEOUS	5,000.00	5,443.17	0.00	(443.17)	108.86
301	POLICE DEPARTMENT	744,687.81	610,021.53	49,220.10	134,666.28	81.92
305	CODE ENFORCEMENT	113,016.55	70,133.35	6,218.58	42,883.20	62.06
336	FIRE	118,155.00	89,081.57	0.00	29,073.43	75.39
371	BUILDING INSPECTION DEPARTMENT	0.00	0.00	0.00	0.00	0.00
400 426	PLANNING & ZONING	54,986.35	51,449.97	4,642.26	3,536.38	93.57
441	EMERGENCY MANAGEMENT	0.00	50,670.19	50,670.19	(50,670.19)	100.00
	DEPARTMENT OF PUBLIC WORKS	341,640.96	170,625.69	13,453.96	171,015.27	49.94
442 443	SIDEWALK	3,788.58	1,881.80	195.94	1,906.78	49.67
523	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
651	TRASH	0.00	0.00	0.00	0.00	0.00
672	AMBULANCE	0.00	0.00	0.00	0.00	0.00
728	SENIOR CITIZEN CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
747	ECONOMIC DEVELOPMENT	1,100.00	0.00	0.00	1,100.00	0.00
751	CHAMBER/RIVERWALK PARKS	4,000.00	2,841.47	322.05	1,158.53	71.04
757	SHOWBOAT	157,832.42	102,295.09	7,288.96	55,537,33	64.81
758		0.00	453.22	46.51	(453.22)	100.00
774	DOG PARK	0.00	0.00	0.00	0.00	0.00
790	RECREATION CONTRIBUTIONS	5,000.00	5,000.00	0.00	0.00	100.00
803	LIBRARY	78,874.24	54,307.74	3,284.14	24,566.50	68.85
804	HISTORICAL DISTRICT COMMISSION	0.00	181.24	0.00	(181.24)	100.00
906	MUSEUM	49,166.45	38,901.62	632.81	10,264.83	79.12
965	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	538,382.00	483,382.00	483,382.00	55,000.00	89.78
TOTAL EXPENDITURES		3,142,818.25	2,471,439.18	664,186.43	671,379.07	78.64
TOTAL REVENUES TOTAL EXPENDITURES		3,246,032.79	2,662,588.34	103,277.46	583,444.45	82.03
	DENDIMINA	3,142,818.25	2,471,439.18	664,186.43	671,379.07	78.64
NET OF REVENUES & EX	PENDITURES	103,214.54	191,149.16	(560,908.97)	(87,934.62)	185.20

NET OF REVENUES & EXPENDITURES

User: SUE

DB: Lowell

## REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

2/18

59,179.16

58,097.82

60.46

70.53

Page:

PERIOD ENDING 04/30/2020

ACTIVITY FOR 2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE USED Fund 202 - MAJOR STREET FUND Revenues STATE STATE GRANTS 0.00 0.00 0.00 0.00 0.00 INT INTEREST AND RENTS 1,500.00 3,037.13 0.00 (1,537.13)202.48 OTHER OTHER REVENUE 345,284.00 226,469.89 32,119.67 118,814.11 65.59 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 346,784.00 229,507.02 32,119.67 117,276.98 66.18 Expenditures 000 0.00 0.00 0.00 0.00 0.00 450 CAPITAL OUTLAY 7,500.00 19,789.31 4,319.25 (12,289,31)263.86 463 MAINTENANCE 55,811.76 21,631.56 533.42 34,180.20 38.76 474 TRAFFIC 9,459.29 6,879.88 76.77 2,579.41 72.73 478 WINTER MAINTENANCE 59,941.61 37,584.82 275.85 22,356.79 62.70 483 ADMINISTRATION 16,944.00 4,591.93 0.00 12,352.07 27.10 906 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 149,656.66 90,477.50 5,205.29 59,179.16 60.46 TOTAL REVENUES 346,784.00 229,507.02 32,119.67 117,276.98 66.18 TOTAL EXPENDITURES

149,656.66

197,127,34

90,477.50

139,029,52

5,205.29

26,914.38

User: SUE

DB: Lowell

TOTAL REVENUES

TOTAL EXPENDITURES

NET OF REVENUES & EXPENDITURES

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 3/18

58,093,94

175,637.56

(117,543.62)

82.09

49.57

389.82

PERIOD ENDING 04/30/2020

ACTIVITY FOR 2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE 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 700.00 1,114.84 0.00 (414.84)159.26 OTHER OTHER REVENUE 148,602.00 85,093.22 12,247.87 63,508.78 57.26 TRANSIN TRANSFERS IN 175,000.00 180,000.00 180,000.00 (5,000.00)102.86 LOCAL LOCAL CONTRIBUTIONS 0.00 0.00 0.00 0.00 0.00 TOTAL REVENUES 324,302.00 266,208.06 192,247.87 58,093.94 82.09 Expenditures 000 0.00 0.00 0.00 0.00 0.00 450 CAPITAL OUTLAY 125,500.00 10,455.78 2,325.75 115,044.22 8.33 463 MAINTENANCE 84,685.22 64,224.98 2,319.29 20,460.24 75.84 474 TRAFFIC 11,090.31 12,860.23 146.25 (1,769.92)115.96 478 WINTER MAINTENANCE 80,830.73 54,079.53 566.29 26,751.20 66.90 483 ADMINISTRATION 20,662.00 5,509.93 0.00 15,152.07 26.67 906 DEBT SERVICE 25,531.00 25,531.25 0.00 (0.25)100.00 965 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 348,299.26 172,661.70 5,357.58 175,637.56 49.57

324,302.00

348,299.26

(23,997.26)

266,208.06

172,661.70

93,546.36

192,247.87

186,890.29

5,357.58

NET OF REVENUES & EXPENDITURES

User: SUE

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

ACTIVITY FOR 2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE USED Fund 238 - HISTORICAL DISTRICT FUND Revenues INT INTEREST AND RENTS 0.00 152.09 0.00 100.00 (152.09)OTHER OTHER REVENUE 50,000.00 75,000.00 50,000.00 (25,000.00)150.00 TOTAL REVENUES 50,000.00 75,152.09 50,000.00 (25, 152.09)150.30 Expenditures 000 50,000.00 5,058.00 0.00 44,942.00 10.12 999 TRANSFERS IN 0.00 0.00 0.00 0.00 0.00 TOTAL EXPENDITURES 50,000.00 5,058.00 0.00 44,942.00 10.12 TOTAL REVENUES 50,000.00 50,000.00 75,152.09 (25, 152.09)150.30 TOTAL EXPENDITURES 50,000.00 5,058.00 0.00 44,942.00 10.12

0.00

70,094.09

50,000.00

Page: 4/18

(70,094.09)

100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 5/18

(171,136.02) 131.20 91,220.24 88.45

8.73

(262, 356.26)

PERIOD ENDING 04/30/2020

User: SUE

DB: Lowell

TOTAL REVENUES

TOTAL EXPENDITURES

NET OF REVENUES & EXPENDITURES

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNT	TOWN DEVELOPMENT AUTHORITY					
Revenues						
TAXES	TAXES	545,794.00	549,128.68	6,308.42	(3,334.68)	100.61
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	2,700.00	5,501.34	0.00	(2,801.34)	203.75
OTHER	OTHER REVENUE	0.00	165,000.00	0.00	(165,000.00)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		548,494.00	719,630.02	6,308.42	(171,136.02)	131.20
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	210,000.00	258,367.08	12,668.13	(48,367.08)	123.03
463	MAINTENANCE	112,304.09	48,255.33	1,375.53	64,048.76	42.97
483	ADMINISTRATION	61,761.10	36,316.86	955.49	25,444.24	58.80
740	COMMUNITY PROMOTIONS	85,000.00	52,245.68	0.00	32,754.32	61.47
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	320,722.00	303,382.00	0.00	17,340.00	94.59
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITUR	RES	789,787.19	698,566.95	14,999.15	91,220.24	88.45

548,494.00

789,787.19

(241,293.19)

719,630.02

698,566.95

21,063.07

6,308.42

(8,690.73)

14,999.15

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 6/18

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
	ING INSPECTION FUND					
Revenues CHARGES INT TRANSIN	CHARGES FOR SERVICES INTEREST AND RENTS TRANSFERS IN	90,000.00 0.00 0.00	23,434.00 0.00 0.00	1,565.00 0.00 0.00	66,566.00 0.00 0.00	26.04 0.00 0.00
TOTAL REVENUES		90,000.00	23,434.00	1,565.00	66,566.00	26.04
Expenditures 371	BUILDING INSPECTION DEPARTMENT	90,000.00	17,433.90	1,408.50	72,566.10	19.37
TOTAL EXPENDITURE	£S	90,000.00	17,433.90	1,408.50	72,566.10	19.37
TOTAL REVENUES		90,000.00	23,434.00 17,433.90	1,565.00 1,408.50	66,566.00 72,566.10	26.04 19.37
NET OF REVENUES &	EXPENDITURES	0.00	6,000.10	156.50	(6,000.10)	100.00

NET OF REVENUES & EXPENDITURES

DB: Lowell

## REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 7/18

497,909.24

(150, 105.66)

100.00

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIG	GNATED CONTRIBUTIONS				21.11.11.01	
Revenues						
STATE	STATE GRANTS	582,000.00	0.00	0.00	582,000.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	1,500.00	4,686.53	0.00	(3,186.53)	0.00 312.44
OTHER	OTHER REVENUE	0.00	5,793.00	0.00	(5,793.00)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
TOTAL REVENUES		583,500.00	10,479.53	0.00	573,020.47	1.80
Expenditures						
000		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	179.91	0.00	(179.91)	100.00
442	SIDEWALK	0.00	0.00	0.00	0.00	0.00
443	ARBOR BOARD	0.00	27,600.00	24,028.12	(27,600.00)	100.00
474	TRAFFIC	0.00	250.00	250.00	(250.00)	100.00
751	PARKS	0.00	23,257.30	0.00	(23, 257.30)	100.00
758	DOG PARK	582,000.00	440,839.64	125,780.05	141,160.36	75.75
759	COMMUNITY GARDEN	1,500.00	552.52	47.49	947.48	36.83
790	LIBRARY	0.00	409.40	0.00	(409.40)	100.00
, , , ,	HIDIANI	0.00	15,300.00	0.00	(15,300.00)	100.00
TOTAL EXPENDITUR	ES	583,500.00	F00 200 77	150 105 12		
		583,500.00	508,388.77	150,105.66	75,111.23	87.13
TOTAL REVENUES						
COTAL EXPENDITUR	FC	583,500.00	10,479.53	0.00	573,020.47	1.80
		583,500.00	508,388.77	150,105.66	75,111.23	87.13
VET OF REVENUES	& EXPENDITURES	0.00				

0.00

(497,909.24)

NET OF REVENUES & EXPENDITURES

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 8/18

(23,197.36) 281.28

DD: HOWCII						
GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT Revenues CHARGES INT OTHER TRANSIN	FUND  CHARGES FOR SERVICES INTEREST AND RENTS OTHER REVENUE TRANSFERS IN	12,716.00 55,200.00 0.00 0.00	18,819.70 45,111.02 75.00 0.00	1,340.90 2,790.00 0.00 0.00	(6,103.70) 10,088.98 (75.00) 0.00	148.00 81.72 100.00 0.00
TOTAL REVENUES		67,916.00	64,005.72	4,130.90	3,910.28	94.24
Expenditures 000 999	TRANSFERS IN	74,000.00 0.00	46,892.36 0.00	2,061.26	27,107.64 0.00	63.37 0.00
TOTAL EXPENDITURES		74,000.00	46,892.36	2,061.26	27,107.64	63.37
TOTAL REVENUES TOTAL EXPENDITURES		67,916.00 74,000.00	64,005.72 46,892.36	4,130.90 2,061.26	3,910.28 27,107.64	94.24 63.37

(6,084.00)

17,113.36

2,069.64

NET OF REVENUES & EXPENDITURES

User: SUE

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 9/18

(194, 139, 32)

29.05

ACTIVITY FOR

(75,075.47)

PERIOD ENDING 04/30/2020

2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE USED Fund 590 - WASTEWATER FUND Revenues STATE STATE GRANTS 0.00 0.00 0.00 0.00 0.00 CHARGES CHARGES FOR SERVICES 1,200,983.00 879,173.64 8,492.23 321,809.36 73.20 INT INTEREST AND RENTS 7,000.00 (18,460.32)0.00 25,460.32 (263.72)OTHER OTHER REVENUE 57,810.00 3,281.05 0.00 54,528.95 5.68 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 1,265,793.00 863,994.37 8,492.23 401,798.63 68.26 Expenditures 000 0.00 0.00 0.00 0.00 0.00 550 TREATMENT 815,895.50 634,861.99 31,095.21 181,033.51 77.81 551 COLLECTION 248,549.76 79,841.17 6,770.38 168,708.59 32.12 552 CUSTOMER ACCOUNTS 82,700.25 67,533.27 1,948.98 15,166.98 81.66 553 ADMINISTRATION 392,291.50 161,262.63 43,753.13 231,028.87 41.11 999 TRANSFERS IN 0.00 0.00 0.00 0.00 0.00 TOTAL EXPENDITURES 1,539,437.01 943,499.06 83,567.70 595,937.95 61.29 TOTAL REVENUES 1,265,793.00 863,994.37 8,492,23 401,798.63 68.26 TOTAL EXPENDITURES 1,539,437.01 943,499.06 83,567.70 595,937.95 61.29

(273,644.01)

(79,504.69)

NET OF REVENUES & EXPENDITURES

User: SUE

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 10/18

(273,318.59)

PERIOD ENDING 04/30/2020

DD. HOWCII						
GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,202,583.00	833,887.28	41,930.15	368,695.72	69.34
INT	INTEREST AND RENTS	17,040.00	14,796.20	450.00	2,243.80	86.83
OTHER	OTHER REVENUE	10,000.00	5,263.80	25.00	4,736.20	52.64
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,229,623.00	853,947.28	42,405.15	375,675.72	69.45
					·	
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	447,124.10	326,994.42	25,173.84	120,129.68	73.13
571	DISTRIBUTION	489,996.27	232,972.07	11,127.75	257,024.20	47.55
572	CUSTOMER ACCOUNTS	88,668.25	70,965.07	1,948.93	17,703.18	80.03
573	ADMINISTRATION	350,056.50	95,919.25	18,239.75	254,137.25	27.40
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		1,375,845.12	726,850.81	56,490.27	648,994.31	52.83
TOTAL REVENUES		1 220 622 02	052 047 00	40 405 15	205 605 52	60.45
TOTAL EXPENDITURES		1,229,623.00	853,947.28	42,405.15	375,675.72	69.45
NEW OF DEVENUES & PADE		1,375,845.12	726,850.81	56,490.27	648,994.31	52.83

(146,222.12) 127,096.47

(14,085.12)

User: SUE

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 11/18

ACTIVITY FOR 2019-20 YTD BALANCE AVAILABLE % BDGT MONTH GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE USED Fund 636 - DATA PROCESSING FUND Revenues INT INTEREST AND RENTS 80,274.00 80,282.60 0.00 (8.60)100.01 OTHER OTHER REVENUE 0.00 344.98 0.00 (344.98)100.00 TRANSIN TRANSFERS IN 0.00 0.00 0.00 0.00 0.00 TOTAL REVENUES 80,274.00 80,627.58 0.00 (353.58)100.44 Expenditures 000 73,300.00 65,240.36 7,739.03 8,059.64 89.00 965 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 73,300.00 65,240.36 7,739.03 8,059.64 89.00 TOTAL REVENUES 80,274.00 80,627.58 0.00 (353.58)100.44 TOTAL EXPENDITURES 73,300.00 65,240.36 7,739.03 8,059.64 89.00 NET OF REVENUES & EXPENDITURES 6,974.00 15,387.22 (7,739.03)(8,413.22)220.64

User: SUE

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 12/18

(64,461.64)

59.42

ACTIVITY FOR 2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE USED Fund 661 - EQUIPMENT FUND Revenues CHARGES CHARGES FOR SERVICES 208,625.00 151,468.80 4,432.55 57,156.20 72.60 INT INTEREST AND RENTS 500.00 816.48 0.00 (316.48)163.30 OTHER OTHER REVENUE 0.00 3,592.61 0.00 (3,592.61)100.00 TRANSIN TRANSFERS IN 71,878.46 0.00 0.00 71,878.46 0.00 TOTAL REVENUES 281,003.46 155,877.89 4,432.55 125,125.57 55.47 Expenditures 000 0.00 0.00 0.00 0.00 0.00 895 FLEET MAINT. & REPLACEMENT 439,863.85 250,276.64 17,112.82 189,587.21 56.90 965 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 439,863.85 250,276.64 17,112.82 189,587.21 56.90 TOTAL REVENUES 281,003.46 155,877.89 4,432.55 125,125.57 55.47 TOTAL EXPENDITURES 439,863.85 250,276.64 17,112.82 189,587.21 56.90 NET OF REVENUES & EXPENDITURES

(158,860,39)

(94,398.75)

(12,680.27)

NET OF REVENUES & EXPENDITURES

User: SUE

DB: Lowell

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 13/18

(6,083.62)

100.00

PERIOD ENDING 04/30/2020

ACTIVITY FOR 2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE USED Fund 711 - CEMETERY FUND Revenues CHARGES CHARGES FOR SERVICES 0.00 6,000.00 0.00 (6,000.00)100.00 INT INTEREST AND RENTS 0.00 83.62 0.00 (83.62)100.00 TOTAL REVENUES 0.00 6,083.62 0.00 (6,083.62)100.00 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 0.00 6,083.62 0.00 (6,083.62)100.00 TOTAL EXPENDITURES 0.00 0.00 0.00 0.00 0.00

0.00

6,083.62

0.00

DB: Lowell

# REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 14/18

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET			AVAILABLE	% BDGT USED
Fund 714 - LEE FUND Revenues INT OTHER	INTEREST AND RENTS OTHER REVENUE	5,000.00 0.00	2,605.28 0.00	545.15 0.00	2,394.72 0.00	52.11
TOTAL REVENUES		5,000.00	2,605.28	545.15	2,394.72	52.11
Expenditures 000 965 999	TRANSFERS OUT TRANSFERS IN	5,000.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	5,000.00 0.00 0.00	0.00 0.00 0.00
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES & EX	PENDITURES	5,000.00 5,000.00 0.00	2,605.28 0.00 2,605.28	545.15 0.00 545.15	2,394.72 5,000.00 (2,605.28)	52.11

DB: Lowell

# REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL PERIOD ENDING 04/30/2020

Page: 15/18

				ACTIVITY FOR		
GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 715 - LOOK FUND Revenues INT OTHER	INTEREST AND RENTS OTHER REVENUE	0.00 20,000.00	9,914.16 52,386.00	1,781.67 0.00	(9,914.16) (32,386.00)	100.00
TOTAL REVENUES		20,000.00	62,300.16	1,781.67	(42,300.16)	311.50
Expenditures 000 965 999	TRANSFERS OUT TRANSFERS IN	20,000.00 0.00 0.00	40,082.00 0.00 0.00	0.00 0.00 0.00	(20,082.00) 0.00 0.00	200.41
TOTAL EXPENDITURES		20,000.00	40,082.00	0.00	(20,082.00)	200.41
TOTAL REVENUES TOTAL EXPENDITURES		20,000.00 20,000.00	62,300.16 40,082.00	1,781.67 0.00	(42,300.16) (20,082.00)	311.50 200.41
NET OF REVENUES & EXPE	NDITURES	0.00	22,218.16	1,781.67	(22,218.16)	100.00

DB: Lowell

# REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 16/18 PERIOD ENDING 04/30/2020

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 716 - CARR FU Revenues						
INT OTHER	INTEREST AND RENTS OTHER REVENUE	0.00 0.00	139.08 0.00	0.00 0.00	(139.08) 0.00	100.00
TOTAL REVENUES		0.00	139.08	0.00	(139.08)	100.00
Expenditures 000 999	TRANSFERS IN	0.00 0.00	0.00	0.00 0.00	0.00 0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES TOTAL EXPENDITURES		0.00	139.08 0.00	0.00	(139.08) 0.00	100.00
NET OF REVENUES &	EXPENDITURES	0.00	139.08	0.00	(139.08)	100.00

NET OF REVENUES & EXPENDITURES

DB: Lowell

## REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 17/18

0.00

0.00

ACTIVITY FOR 2019-20 YTD BALANCE MONTH AVAILABLE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET 04/30/2020 04/30/2020 BALANCE 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

0.00

0.00

0.00

NET OF REVENUES & EXPENDITURES

DB: Lowell

## REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 04/30/2020

Page: 18/18

(582,509.29)

ACTIVITY FOR

(560,927.62)

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 04/30/2020	ACTIVITY FOR MONTH 04/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR Revenues	FUND II					
INT OTHER	INTEREST AND RENTS OTHER REVENUE	0.00	11.39 0.00	0.00	(11.39) 0.00	100.00
TOTAL REVENUES		0.00	11.39	0.00	(11.39)	100.00
Expenditures 000 965 999	TRANSFERS OUT TRANSFERS IN	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00
TOTAL EXPENDITUR	ES	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES TOTAL EXPENDITUE NET OF REVENUES		0.00	11.39	0.00	(11.39) 0.00 (11.39)	100.00
TOTAL REVENUES -		8,138,722.25 8,681,507.34	6,076,591.43 6,036,867.23	447,306.07 1,008,233.69	2,062,130.82 2,644,640.11	74.66 69.54

(542,785.09)

39,724.20

# **Monthly Operating Report**

for the . . .

**Contract Operation** 

of the . . .



Wastewater Treatment Plant April 2020





May 14, 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 April Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month +3.76 million gallons of wastewater were treated, up slightly from +2.15 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.

Due to the Covid-19 virus staffing changes were continued during April and will continue into May and potentially beyond. I am working from home Monday thru Thursday and at the plant Friday thru Sunday, Cody is operating the plant Monday thru Thursday. This is being done to limit cross contamination between employees. Per city policy the facility has been shut down to access by anyone other than City and Suez staff.

#### INDUSTRIAL PRETREATMENT PROGRAM

The Fullers Septic April surcharges were \$82.16. No operational problems were experienced at the plant from this discharge.

The Litchouse April surcharges were \$1,168.66 for the month. They were assessed two fines for the month for an exceedance of BOD concentration and loading limit. No operational problems were experienced at the plant from their discharge.

ै

#### MAINTENANCE COST REPORT

 Date	Vendor	Cost
+/9	Motor Control Center (1)	\$ 115.48
4/10	North Central Labs (2)	277.50
 Beginning	Balance of the Annual Maintenance Allow	ance
(Including	carryover 88 from FY 18-19)*	\$ 12,089,01*
	ce Allowance Spent YTD	\$ 12,089,01*
Maintenan		

<sup>\*</sup>The maintenance spending for FY 18-19 was under the annual allotment by \$89.01. That amount will be added to the beginning balance on July 1. That makes the beginning balance \$12,089.01 ( $$12,000\pm89.01$ ).

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

- Replaced starter overload for grit blower (1)
- Replaced pH probe for laboratory (2)

### PROJECTS FOR THE FUTURE

- Continue miscellaneous painting projects
- · Replace circuit board for influent sampler

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

Respectfully submitted.

B. W. C.

SUEZ

Brian Vander Meulen Plant Manager

#### APRIL EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 5 mg/l, 80% under the NPDES limit of 25 mg/l. The worst 7 day average was 7 mg/l, 83% under the NPDES limit of 40 mg/l,

The daily average for Suspended Solids was  $\pm 1$  mg/l, 86% under the NPDES limit of 30 mg/l. The worst 7-day average was  $\pm 9$  mg/l, 89% under the NPDES limit of  $\pm 5$  mg/l.

The monthly average for Phosphorus was 0.35 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 96%; a minimum of 85% is required. The average removal rate for Suspended Solids was 96%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 47 colonies 100 mls, the limit is 200 colonies 100 mls. The worst 7 day average was 101 colonies 100 mls, the limit is 400 colonies 100 mls.

The highest chlorine residual was 0:038 mg/ $^{1}$ ; the limit is 0.038 mg/ $^{1}$ . The monthly average was 0.026 mg/ $^{1}$ .

Appendix A



#### Plant Influent Sheet

State of Michigan Department of Environmental Quality

Lowell, Michigan

R460\* 4.74 1833-0040

Weather Code 6 Warm

Plant No 410049

Month Year Approj 211 3

Superintendent's Signature

Brian Vander Meulen, Supt

2 Partly Cloudy 7 Cold 3 Clouds 8 Winds 1 Ram 9 Melting Snow 5 Snow

l Clear

	WE	ATHER	FI	LOW		RAW SEWAGE QUALITY										
D	Lype	Precip	Fotal	Peak	Temp	ptt	B	(O)	T	\$5	10	tal-P	VSS	NHTEN	Mercury	-
A Y	Code	Inches	MGD	MGD	T:	SU	TingIT	LBS	mg1	LBS	my I	LBS	mest	mgd	uft,)	
PN SF	0033	0045	50050	50051	00011	00400	00310	85001	005.90	85002	00665	85001	00535	00610	71900	14
1	-27	11410	1178	000	-91		1,54	1914	7/3	1.191	((	79	20	p	-	S
2	26	OWN	4. **	7.10			1.									
	.26	10 (00)	3,000	3.50		4	6600	1) 10	8.7	-975-			2011	1	1	
-3	2.400	0.04	1 tos	* 500												
\$	100	Proper	3.97	7.10						1						
6	236	0.00	35.65	7.300	14			2.1	PUT	TOM:			204	1	1	į.
2	3468	0.5	(1(01)	70.781										1	6	
8	100	V-14	196	E #10	70	100	0.00	200	None.	- 47		75	1700			
<b>"</b>		DEADID.	1.00	2.00											1	
10	36	-1.741	1 57	100	31		IJ.o	1987	.53	1100			XA		1	11
П	(D)	0.01	1.04	2300						11000	1			1	1 1	11
12	10	100	1.48	1.500												1.
13	X	(5.00)	(1) (4)	1100	3	7.0	E(	AT ATT	148	803			90		1	L.
14	55.7	30 ( bar	41.40	K) total						100000			1900		1 1	(6)
15	45.45	0.100	9.4	- the	(*)	1.0	1151	EXT	8.	Hity	1.5	71	No.	50		13
16	**	19 (10)	9.7.8	1.40						1.5			900		1 1	
17	25.5	44.87	16.34	1	177		4 8	2.0	901	2976			MS.	1	1 1	17
18	26	(n - H)	B +0	ENG									100	1		
19	10	0.00	E 12	E174X												18
20	2.178	6.12	4. 5.4	1156	Y		1.14	HON	106	1468			11			19
21	178	13 (30)	107	1.000											1	.20
22	1157	OARO	31.20	0.54		The gr	1	Store	311	1727	3.0	200	3742	Walt I		21
23	411	0.14	1.34	1:80						11.000		9.7.4	20,000	100		3.3
54	20	n cs	1.25	With a	500		191	1111	90	91=			No.			21
5	24	0.000	1.1=	1.00					1196	71						24
6	100	Dini	1.21	1.00												3,4
7	146	10.99	F.260	1.68	450	9.5	dix	Öi II	(80)	8(0)			18			26
8	246	2.08	1.46	* 10					1 100-1				10			27
9	240.	= 2×	1/87	110	CI		1176	1816	16	tin	25		144	W. R.		28
0	246	0.65	16%	(0)				200.00	1		4.0		1,41	8.8		29
11																30
TE	XXXX	J.63	43,76	XXXX	XXXX	AXXX	XXXX	46776	XXXX	37238	AAXA	866	XXXX	VVVV	XXXX	31
IE.	XXXX	XXXX	1.46	XXXX	52	7.5	129	1559	102	1241	2.3	28,9	95	8,2	XXXX	II.
IAX	XXXX	2.08	1.79	2,40	53	7.9	243	3070	208	2741	2.7	35,6	190	10.7	XXXX	ME
IIN	XXXX	XXXX	1.17	1.60	51	7.3	40	474	62	801	1.8	21,3	54	6.7	AXXX	MIN

### Activated Sludge Sheet

State of Michigan Department of Environmental Quality

Month:

Appl

Year

2020

Plant No

410049

Lowell Michigan

PM Code

1 Coventional

2 Step Feed

3 Complete Mrs

4 Extended Aeration

5 Contact Stabilization

6 Other

Superintendent's Signature

Brian Vander Meulen, Supt

		AERATIO	N SYSTEM				MIXED	LIQUOR			SEC	ONDARY SI	JUDGE			REMARK
D A Y PN	Aeration Volume KCT 80993	Detention Fine Hours 81001	Sludge Age Days 80990	Orgame Loading	MLSS mg/l	MLVSS mg l	Settle	SDI	DO mg/f	SVI	SS	VSS	Waste Kgal	Process Modifi- eation see code	D A Y	
St			81390	80992	70323	703.24	81001	81007	00300	8100	R took	70.825	30091	80889	PN SE	
1	192	\$41.87	18.9	9.445	a la	2V1K	4.7	11.80	1.0	1114	41.5	- 1	697.4	1	1	
1		193											201		2	
		196.1	Mil	11 1301	×14	1800	9.0	40	1.9	(A)(E)(C)	- L (4-4	30,310	16.5	1 1	3	
,		70.4											08.6	1	4	
		MD0):											0.0		5	
,		21.3	12.8	0.00	15(9)	200	1119	TIME	\$75	7.5	51.18%	E-10.	61.87		6	
ł		21.8	DV:	50.00		CONT.							1110		7	
,		4314	130	10.1):	7118	ARTH:	A.	9.85	1.61	1.7	74.90	0.41	21		8	
0		77.X	240	0.01	1,4.4								177.8		9	
1	1	Tu				1 1	T.	urte	17	100	11.43	A-14	1,179		10	
2		111											614		11	
3		2000	000	0.00	544	18							.1) (		12	
4		41.			5.0	1.0	41	11.190	100	1197	1 29	11.00	A) 1		13	
5		11.0	2896	11170	Septimination	Distr			3.1				10		:14	
b		3 5				I.C.C.		N 34	310	[]	10000	11.05	10.8		1.5	
7		like School	10.5	(1.0)	1.7	1993		14 117	5.17				411		to:	
8		5.90()				20.00			.2007	30	0.18	11.13	0.0		17	
9		16.0		1									6.1	1	18	
0		30.7		600	11/4	( 51	1		160	ENG.	0.000	100	0.0		201	
1		HE I:											5.7		21	
2		110	No p.	90.1.1	304m1	166602	10	West	3.1	165	ii-lii	11.23	194.8		22	
}		JOHN											113	1	13	
		18	78.7	0.99	11/5.2	1717		18.643	16.77	2001	22 11	10.00	16.5		24	
5		(4) =											0.11		25	
6: 7													114		26	
8		1X."	764 N	100	70,000	1600	100	A gran	2.1	1746	0.34	0.37	11.1		27	
9		146											56.6		28	
0		2200	10.1	10.09	1751 -	1651	.190	1000	10.00	321	0.56	74	100		20	
		19.3											000		3.0	
1.	XXXX	XXXX	XXXX	XXXX	****	1111111									31	
IE	192	24.0	26.6	0,07	XXXX	XXXX	XXXX	XXXX	XXXX	AAAA	XXXX	XXXX	527,0	AAAX	11.	
IAX	XXXX	29,5	36.7	0,13	2434 3719	1946 2958	39 50	0.64	4.3	161	0,42	0.33	17.6	XXXX	ME	
UN	XXXX	19,3	11.5	0,02	2043	1653	28	0.89	5.6	202	0,57	0.46	79,3	XXXX	MAX	
emark				0104	=17-9-7	10.13	20	17.49	2.5	113	0.31	0.25	XXXX	XXXX	MIN	

1833-5031 R4609.1.74

#### Final Effluent Sheet

State of Michigan Department of Environmental Quality

Lowell Michigan

Feeal Total Mł 31616 31504 MPW 31615

Plant No. Month Year Sampling Point Code Superintendent's Signature R 4610 4 74 410049 Apol 20.20 001 Brian Vander Meulen, Supt 4833-5468

		(BOD			444.			20 10 200						1			1
		(-bOD			SS			Total - P		VSS	pH	DO	F.Coli	NJI3	C12	Mercur	,
D A	.mg/f	UBS	°a Rem	Nyon	1.88	*« Rem	my T	138	"= Rent	mgd	SO:	mg f	= 100m)	mgl	mg/l	ng/l	
PN SF	80082	85001	80091	005 30	85002	8(0))	10005	85004	81012	00535	00400	06300	31616	006 (0	50060	71900	(P)
1	100	31	2N	85.5	*>	++	10 To	3.75	Eq.	4		3634	700	.0.10	W0000		S
7	A.	Mr.	241	1761	10	Y				10	-9	500	ir-		10001		
5 6 7	3	1007	9.	140.4	So	AK/				5%:	-	101	, pic		0.022		
8	u	9.9	748	€1	8.0	12	20-46	0.00	MA.	24	7	48	139	:: Ur	HIMO:	0.3	8
10 []	).	36	- 11	i in	50	'/0				II a	1	)0			0.0-4		10
12 13 14	¥	ī	7-	18	14.5	390				23	-	300	36		0.007		t.
15 16	1	1 1	*	1.2	3.8	OPE .	20.263	1-8	36	1 10		)9/4	196	(t)-	1001		1-1
17 18	•	*4	~	10	3	91				19	# (A	84/2	w.A		xerte.		16 17 18
19 20			¥*	to	10	-				EM.	18	1003	x		\$5.45.76		15 20
22: Fi	19.0	11%	24.00	5.4	1.1	700	11.5 a.	1.14	500	1.8	1x	1 E tr	300	11,657	11.47/18		21
15	1	1)	· vy		*					2.0	180	ng	127		0.024		23 24 25
6 7 8	21		97	10%	1.00	16.5				Į¥.	I.A.	10:1	134		U-024		26 27
9			-97		1,1	un.	134	-n	8	1.0	-	m-	O1	1000	stron		28 29 30
L.	XXXX	1830	XXXX	XXXX	1500	XXXX	XXXX	131.7	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	31
1E	5	61	96	4, 1	50	96	0.35	4,39	85	2.2	7.4	10,5	47	0,08	0.026	XXXX	ME
VA	7	74	94	4.9	65	94	XXXX	XXXX	XXXX	3,3	7.8	9,9	101	0.10	0.034	XXXX	WA
IAX		115	98	7.2	94	99	0.54	7.07	89	4.8	7.8	11.3	228	0,10	0.038	XXXX	MAX
4IN	2	20	90	1.2	14 mr = tualle	90	0.26	3.08	78	0.4	7.0	9,8	2	0.05	0,006	XXXX	MIN

Remarks

CD Residuals for April 3.8 Some astroffs flow than

#### Miscellaneous Sheet

State of Michigan Department of Environmental Quality

Lowell, Michigan

R 4607 4:74

4833-6040

Plant No 410049

Month April

Year 1000

Superintendent's Signature

Brian Vander Meulen, Supt

21

	Grit	Aux Fuel	Power Consumption	Chemicals Applied				
D		Nat Gas		C1.2	FeCL2			
Α								
Υ	CE	CF	KWII	LBS	GAL			
PN		1 1						
SE		2	: 1/2					
1	1	1	1.8	(4)	-31			
2	19.	161	1.8	8	12			
3:		X-	1.6	-	26			
4	1	1	1.9	1.1	20			
5	-	10	1.4.1	- K	20			
0		11.7	1 %	We	20			
7		4	1.8	1(4)	20			
8	H		( N	304	7-			
)	1	iju.		301	.00			
10	3	1.0	1.0	9.0	Un On			
П	11	1	3.4	0.7	76			
12		76	You	100	.044			
3	1	100	16	X.	190			
14	6	NO.	N N	10	26			
5	11	790	1 ×		.501			
6	P.	100	4.00		15			
7	1	(	1.9	180				
8	15	9	1.47	91	36.			
9	4		1.9		A.=			
9	187	11-	E 41	- XC	24			
1	1	CO	1,5		>			
2	) [	F	1.8		1 150			
3	.1	( e	TA	- X	(R)			
4	1		1) 4		1/5			
5	1	X .	[ ]	- 3	10			
ů.	1	44	31.00	167	9=1			
7	1	-	1 8		14			
8	- N		(200)	96"	191			
9	4.	2	1.6		16			
0	i.	Pr .	11.8	0.00	100			
L	30	279	48,6	250	535	0		
Œ	1	9	1.6	8	18	O		
1AX	1	20	2.0	13	20	0		
IIN	1	2	1.4	5	15	0		

Manpower										
Position Little	Fall Time	Part Inne	Lotal Hours	Nix (if Viic	No of Separations	No of Nev Hues				
Superintendent			1777	- 00		201				
Shift Operator		1	10.9	- 4	(	- 0				
Lotal	3	1	161	-0	0	(1)				
Weekday Hrs	9									
Saturday Hrs	4									
Souday Hrs	4									
Holiday His	4									

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

NAME: LOWELL WWTP

ADDRESS: 301 EAST MAIN STREET

LOWELL.

MI 49331

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

MI0020311 **PERMIT NUMBER** 

001 A DISCHARGE NUMBER MINOR (SUBR GG) F-FINAL

001 MUN.WASTEH20--FLAT RIVER

\*\*\* NO DISCHARGE

NOTE: Read Instructions before completing this form.

FACILITY: LOWELL WWTP

LOCATION: LOWELL

MI 49331

ATTN: **BRIAN VANDER MEULEN** 

MONITORING PERIOD YEAR MO DAY YEAR MO DAY FROM 2020 4 01 TO 2020 4 30

**PARAMETER** QUANTITY OR LOADING FREQUENCY QUALITY OR CONCENTRATION NO SAMPLE OF **AVERAGE** MAXIMUM UNITS MINIMUM **AVERAGE** MUMIXAM UNITS EX **ANALYSIS** TYPE FLOW, IN CONDUIT OR SAMPLE (03)RECORD 1.46 1.79 \*\*\*\*\* \*\*\*\* \*\*\*\*\* THRU TREATMENT PLANT **MEASURMENT** FLOW 50050 1 0 0 PERMIT REPORT REPORT \*\*\* RECORD \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* EFFLUENT GROSS VALUE WEEKDAYS REQUIREMENT MONTHLY AVG DAILY MAX MGD \*\*\* **FLOW** SOLIDS TOTAL SAMPLE (26)(19)24 HR 50 65 \*\*\*\*\* SUSPENDED 04.1 4.9 3/7 MEASURMENT COMP 00530 B 0 0 PERMIT 360 530 30 45 24 HR \*\*\*\*\* PRIOR TO DISINFECT WEEKDAYS REQUIREMENT MONTHLY AVG 7 DAY AVG lbs/day MONTHLY AVG 7 DAY AVG mg/L COMP BOD, CARBONACEOUS SAMPLE (26)(19)24 HR 61 \*\*\*\*\* 74 5 0 05 DAY, 20C 3/7 **MEASURMENT** COMP 80082 B 0 0 PERMIT 300 470 25 40 24 HR \*\*\*\*\* PRIOR TO DISINFECT WEEKDAYS REQUIREMENT MONTHLY AVG 7 DAY AVG lbs/day MONTHLY AVG 7 DAY AVG mg/L COMP NITROGEN, AMMONIA SAMPLE \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* (19)24 HR \*\*\*\*\* TOTAL (AS N) 0.100 1/7 **MEASURMENT** COMP 00610 B 1 0 PERMIT \*\*\* REPORT \*\*\*\*\* \*\*\*\*\* 24 HR \*\*\*\*\* \*\*\*\*\* PRIOR TO DISINFECT WEEKLY REQUIREMENT \*\*\*\* DAILY MAX mg/L COMP PHOSPHORUS, TOTAL SAMPLE (26)(19)24 HR 4.4 7.1 \*\*\*\*\* (ASP) 0.350.540 1/7 **MEASURMENT** COMP 00665 B 0 0 PERMIT 12 REPORT 1.0 REPORT 24 HR \*\*\*\*\* PRIOR TO DISINFECT **WEEKLY** REQUIREMENT MONTHLY AVG DAILY MAX lbs/day MONTHLY AVG DAILY MAX mg/L COMP CHLORINE TOTAL SAMPLE \*\*\*\*\*\* \*\*\*\* (19)\*\*\*\*\* \*\*\*\*\* RESIDUAL 0.0380 3/7 GRAB MEASURMENT 50060 P 0 0 PERMIT \*\*\*\* 0.038 \*\*\*\* \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* SEE COMMENTS BELOW WEEKDAYS **GRAB** REQUIREMENT \*\*\*\* DAILY MAX mg/L MERCURY, TOTAL SAMPLE \*\*\*\*\* < 0.000003 \*\*\*\*\* < 0.20 1/90 **MEASURMENT** GRAB 71900 B 0 0 PERMIT Report \*\*\*\*\* Report \*\*\* PRIOR TO DISINFECT QUARTERLY \*\*\*\*\* **GRAB** REQUIREMENT Max Monthly Avg | Ibs/day Max Monthly Avg ng/L certify under penalty of law that this document and all attachments were PHONE NUMBER DATE prepared under my direction or supervision in accordance with a system designed NAME/TITLE PRINCIPAL EXECUTIVE OFFICER to assure that qualified personnel property 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 Brian Vander Meulen, Supt. submitted is, to the best of my knowledge and belief true accurate and complete (616)897-8135 2020 5 10 am aware that ther are significant penalties for submitting false information SIGNATURE OF PRINCIPAL EXECUTIVE AREA NUMBER YEAR MO DAY TYPED OR PRINTED including the possibility of fine and imprisonment for knowing violations OFFICER OR AUTHORIZED AGENT CODE

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

P=AFTER DISINFECTION

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

NAME:

ATTN:

LOWELL WWTP

ADDRESS: 301 EAST MAIN STREET

LOWELL

MI 49331

MI0020311 PERMIT NUMBER

001 A DISCHARGE NUMBER MINOR (SUBR GG) F-FINAL

001 MUN, WASTEH2O--FLAT RIVER

FACILITY: LOWELL WWTP

LOCATION: LOWELL

MI 49331

**BRIAN VANDER MEULEN** 

MONITORING PERIOD YEAR MO DAY YEAR MO DAY FROM 2020 4 01 TO 2020 30 4

NATIONAL POLLUTANT DISCHARGE ELMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

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

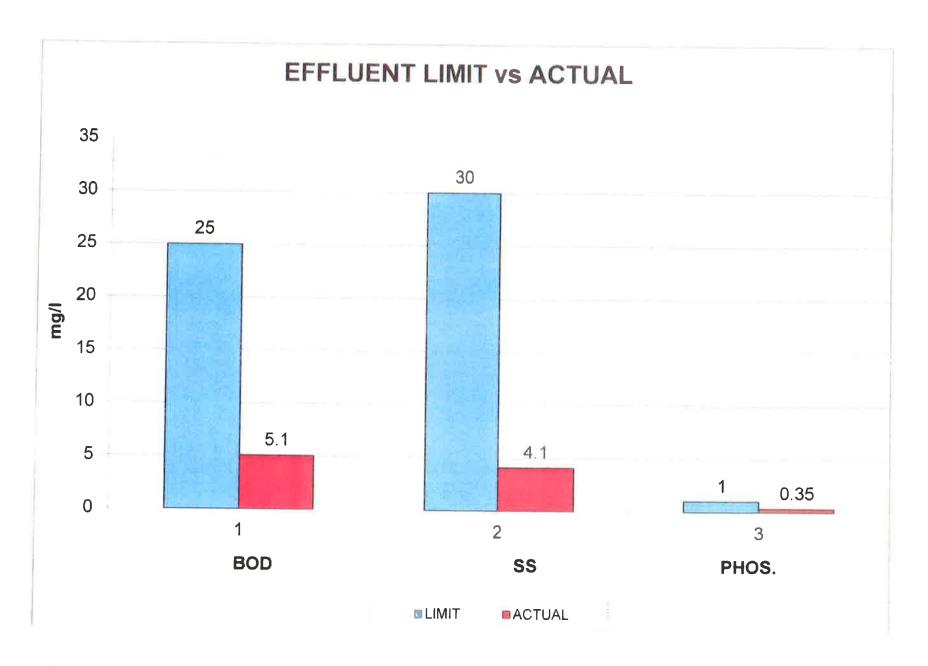
PARAMETER		QUANT	TITY OR LOADIN	G	QUAI	ENTRATION		NO.	FREQUENCY	SAMPLE	
MEDOUDY TOTAL		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMU	M UNITS	EX	ANALYSIS	TYPE
MERCURY, TOTAL	SAMPLE MEASURMENT	******	0.000009		*****	*****	0.6		0	1/90	CALCII
71900 X 0 0 PRIOR TO DISINFECT	PERMIT REQUIREMENT	****	0.000036 12-Mo Rolling Avg	lbs/day	****	*****	3.0 12-Mo Rolling	Avg ng/L		QUARTERLY	CALCTI
COLIFORM, FECAL GENERAL	SAMPLE MEASURMENT	*****	*****		*****	47	101	(19)	0	3/7	GRAB
74055 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	****	****	200 MONTHLY AVG	400 7 DAY AV	G mg/L		DAILY	GRAB
BOD, 5-DAY PERCENT REMOVAL	SAMPLE MEASURMENT	*****	*****		96	*****	90	(23)	0	1/30	CALCII
81010 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	भीत मेर मेर भी भी भी भी	****	****	85 MIN % REMOVAL	*****	Minimum Dai Removal	4		ONCE/MON	CALCII
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASURMENT	*****	*****		96	*****	9()	(23)	0	1/30	CALCII
B1011 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	****	*****	85 MIN % REMOVAL	*****	Minimum Dai Removal			ONCE/MON	CALCIT
рН	SAMPLE MEASURMENT	*****	*****		7.1	*****	7.8	(12)	0	3/7	GRAB
00400 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	****	6.5 DAILY MINIMUM	*****	9.0 DAILY MA	x S.U		WEEKDAYS	GRAB
DXYGEN, DISSOLVED DO)	SAMPLE MEASURMENT	*****	*****		9.8	*****	*****	(19)	0	3/7	XIRAB
00300 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	****	****	3.0 DAILY MINIMUM	*****	*****	mg/L		WEEKDAYS	GRAB
	SAMPLE MEASURMENT										
	PERMIT REQUIREMENT										
NAME/TITLE PRINCIPAL EXECUTIV	/E OFFICER prepared un to assure that	der my direction or su at qualified personnel	this document and all atta ipervision in accordance property gather and eval	with a system luate the into	n designed rmation			PHONE NUME	ER	DAT	E
Brian Vander Meulen,	Supt. Submitted is	Based on my inquiry o sons directly responsi to the best of my kno	of the person or persons of tole for gathering the into owledge and belief, true	who manage rmation, the accurate and	the system information d complete		(6	316) 897-81	135	2020 5	10
TYPED OR PRINTE	l am aware t	hat ther are significan	nt penalties for submitting dumprisonment for knowi	false inform	ation, SIGNATU	IRE OF PRINCIPAL E		REA NUMB	ER	YEAR MO	DAY

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

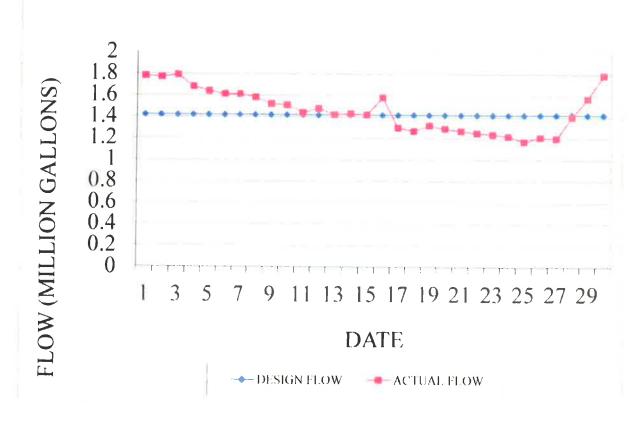
P=AFTER DISINFECTION

Appendix B





# DESIGN FLOW vs ACTUAL FLOW





### **APPOINTMENTS**

FFOINTMENTS	Expires
Arbor Board Vacancy (Diane LaWarre – Resigned) Vacancy (Melissa Spino – Currently Serving)	06/30/2020 06/30/2020
Construction Board of Appeals Vacancy	01/01/2021
Downtown Development Authority Vacancy (Eric Wakeman – Currently Serving)	01/01/2020
Local Officers Compensation Commission Vacancy (Roger LaWarre – Currently Serving)	06/30/2020
Lowell Light and Power Board Vacancy (Perry Beachum – Currently Serving) Vacancy (Daniel Crawford – Currently Serving)	06/30/2020 06/30/2020
Lowell Area Fire and Emergency Services Authority Vacancy (Dave Pasquale – Currently Serving)	01/01/2020
LARA Laura Garrison (At Large Member) Tom Gossiaux (Alternate)	
Planning Commission Vacancy (David Cadwallader – Currently Serving) Vacancy (Colin Plank – Currently Serving)	06/30/2020 06/30/2020