

CITY OF LOWELL
CITY COUNCIL AGENDA
MARCH 2, 2015, 7:00 P.M.

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)
 - a. February 17, 2015 – Regular Meeting
 - b. February 23, 2015 – Work Session Meeting
4. APPROVAL OF ACCOUNTS PAYABLE
5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS
 - a. Strategic Goals Report
 - b. Pending Council Projects Report
 - c.
7. NEW BUSINESS
 - a. Resolution 04-15 Approving and Authorizing Execution of Fixed Base Operation Agreement with Williams Air Power, Inc.
 - b. Public Hearing - Community Development Block Grants – (CDBG)
 - c. Wastewater Flow Monitoring
 - d. Wastewater Operations Analysis from Prein & Newhoff
 - e. Sidewalk Criteria
 - f.
8. COUNCIL COMMENTS
9. MANAGER'S REPORT
10. APPOINTMENTS
11. CLOSED SESSION
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 required to state their name and will be allowed five (5) minutes maximum to address the Council. A speaker representing a subdivision association or group will be allowed ten (10) minutes to address the Council.



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MEMORANDUM

TO: Lowell City Council

FROM: Mark Howe, City Manager

RE: Council Agenda for Monday, March 2, 2015

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
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- a. February 17, 2015 – Regular Session Meeting
- b. February 23, 2015 – Work Session Meeting
- c.

4. ACCOUNTS PAYABLE
5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS

- a. Strategic Goals Report

The report is attached for your review.

- b. Pending Council Projects Report

The report is attached for your review.

7. NEW BUSINESS

- a. Resolution 04-15 Approving and Authorizing Execution of Fixed Base Operation Agreement with Williams Air Power, Inc.

Airport Manager Casey Brown has worked with Dan Williams and the Airport Board to develop a new Fixed Based Operator agreement. Mr. Williams will continue to provide maintenance and snow removal services to the airport in exchange for the use of certain buildings. The agreement as attached has been recommended by the Airport Board and reviewed by the city attorney.

Recommended Motion: That the Lowell City Council adopt Resolution 04-15.

b. Public Hearing – Community Development Block Grants – (CDBG).

You will need to open a public hearing and take public comments on the proposed reallocation of our 2014-15 CDBG grant from a pathway project to Donna Street Improvements.

This is the final year we will receive a CDBG grant through Kent County due to previous council action removing us from the urban county program. That action will enable us to be eligible for CDBG grants through the State of Michigan and its rental rehabilitation program.

We had submitted a grant application to Kent County last year for a pathway project to extend the Ridgeview path from Sibley Street to Main Street. After further discussion with Kent County, we are proposing to reallocate those funds to an overlay street project on Donna Street, which has been rated as the worst street in the city.

Recommended Motion: That the Lowell City Council adopt Resolution 05-15.

c. Wastewater Flow Monitoring

Brian Vilmont of Prein & Newhof is proposing to gather wastewater flow data in the city's collection system in order to design the proposed new lift station. The total cost of the project is estimated at \$28,650. Of this 90 percent is eligible for reimbursement through the SAW grant which we anticipate receiving in 2016. His memo is attached and he will be present to answer any questions.

Recommended Motion: That the Lowell City Council authorize the City Manager to proceed with the proposed Flow Monitoring and Lift Station Basis of Design project.

d. Wastewater Operations Analysis from Prein & Newhoff.

You have asked me to conduct an analysis of whether or not it would be more cost effective to operate our wastewater treatment plant with city staff or continue contract operations. I have asked Brian Vilmont to perform this analysis which is presented for your review.

Mr. Vilmont will present his findings and be available to answer any questions.

I have also invited Mark Mundt of United Water, our current contractor, to present the benefits he feels United Water provides to the City of Lowell.

The City of Lowell has contracted for operation of the wastewater treatment plant since 1989, facing a consent decree from the United States District Court, Western District of Michigan, after it was alleged by the Environmental Protection Agency that it had violated

the federal Clean Water Act and the terms and conditions of its National Pollutant Discharge Elimination System (NPDES) permit. I am not certain if the city was required to pay any fines during that time, however, violation of the NPDES permit today could carry fines as high as \$25,000 per day per violation.

When evaluating whether or not to contract the wastewater treatment plant operations there are a number of factors that should be taken into consideration. After reviewing the information before me, I recommend that you allow me to move forward with negotiating a new contract with United Water for the following reasons:

- United Water is, and would continue to be, responsible for any fines incurred for violating the NPDES permit. Another community in Kent County is currently working with the DEQ and faces substantial fines because of internal staff failure to meet the requirements of the permit.
- The market for personnel with the certification and experience required to operate the plant is slim with many larger systems attracting the best candidates. We would be competing against larger systems, and larger companies such as United Water, when we already have award-winning staff operating the plant.
- Prein & Newhof has determined that the cost of operating our plant under contract with United Water is consistent with the average cost of running similar plants. In addition, however, we know that when city employee Frank Martin retired from the wastewater plant, United Water picked up his responsibilities at a rate well below the city's cost of Mr. Martin's wages and benefits.

Recommended Motion: That the Lowell City Council authorize the City Manager to negotiate a new agreement with United Water for operation of the wastewater treatment plant.

e. Sidewalk Criteria.

The deficiency criteria for the 2015 sidewalk replacement program is attached for your review. We will use this criteria during our spring inspections. We will require property owners to replace sidewalks rated as "Red" and will issue notices to those with sidewalks rated as "Yellow."

Recommended Motion: That the Lowell City Council adopt the 2015 Deficiency Criteria for Sidewalks and Driveways.

8. COUNCIL COMMENTS

Matt Mayer

Lowell Area Fire and Emergency Services Authority

Jeff Altoft

Airport Board
Park and Recreation Commission
Downtown Development Authority

Jim Hall	Planning Commission Lowell Area Recreation Authority
Sharon Ellison	Arbor Board LCTV Endowment Board Downtown Historic District Commission
Jim Hodges	Lowell Light and Power Chamber of Commerce Board of Directors Look Memorial Fund

9. MANAGER'S REPORT

The report is attached for your review.

10. APPOINTMENT(S)

Board of Review
Alternate Vacancy –

Construction Board of Appeals
Vacancy -

11. CLOSED SESSION

There are no items for discussion.

12. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
TUESDAY, FEBRUARY 17, 2015, 7:00 P.M.**

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

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

Present: Councilmembers Jeff Altoft, Sharon Ellison, Jim Hall and Mayor Jim Hodges.

Absent: Councilmember Mayer.

Also Present: City Manager Mark Howe, Deputy City Clerk Susan Ullery, Treasurer Suzanne Olin, Police Chief Steve Bukala and Lowell Light and Power General Manager Greg Pierce.

IT WAS MOVED BY ALTOFT and seconded by HALL to excuse the absence of Councilmember Mayer.

YES: Councilmembers Altoft, Ellison, Hall and Mayor Hodges.

NO: None. ABSENT: Mayer. MOTION CARRIED.

2. APPROVAL OF THE AGENDA.

IT WAS MOVED BY ELLISON and seconded by ALTOFT to approve the agenda as presented.

YES: Councilmembers Altoft, Ellison, Hall and Mayor Hodges.

NO: None.

ABSENT: Councilmember Mayer. MOTION CARRIED.

3. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING(S).

IT WAS MOVED BY ELLISON and seconded by HALL to approve the regular minutes of the January 20, 2015 meeting as written.

YES: Councilmembers Ellison, Hall and Mayor Hodges.

NO: Councilmember Altoft.

ABSENT: Councilmember Mayer. MOTION CARRIED.

IT WAS MOVED BY ELLISON and seconded by HALL to approve the minutes of the January 20, 2015 closes session meeting as written.

YES: Councilmembers Ellison, Hall and Mayor Hodges.

NO: Councilmember Altoft.

ABSENT: Councilmember Mayer. MOTION CARRIED.

IT WAS MOVED BY ELLISON and seconded by ALTOFT to approve the minutes of the January 26, 2015 worksession meeting as written.

YES: Councilmembers Altoft, Ellison, Hall and Mayor Hodges.

NO: None.

ABSENT: Councilmember Mayer. MOTION CARRIED.

IT WAS MOVED BY ELLISON and seconded by HALL to approve the minutes of the February 2, 2015 proceedings as written.

YES: Councilmembers Ellison, Hall and Mayor Hodges.

NO: Councilmember Altoft.

ABSENT: Councilmember Mayer. MOTION CARRIED.

4. **APPROVAL OF THE ACCOUNTS PAYABLE.**

Councilmember Altoft questioned the amount paid to Medco Tree Service. City Manager Howe believed there were some issues with trees that were within the City right of way that needed to be taken down. Howe would confirm and respond back to Altoft.

IT WAS MOVED BY ELLISON and seconded by HALL to approve the accounts payable as presented.

YES: Councilmember Altoft, Ellison, Hall and Mayor Hodges.

NO: None.

ABSENT: Councilmember Mayer. MOTION CARRIED.

BILLS AND ACCOUNTS PAYABLE (02/17/2015)

General Fund	\$40,025.54
Major Street Fund	1,868.28
Local Street Fund	1,838.28
Downtown Development	10,107.21
Designated Contributions	14,081.01
Airport Fund	5,117.99
Wastewater Fund	20,542.36
Water Fund	199,213.88
Data Processing Fund	4,185.28
Equipment Fund	99,767.09
Current Tax Roll	175,880.21
Look Fund	272,000.00

Carr Fund

328.00

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

Tony Ellison of 407 N. Division brought up many concerns from the last several council meetings. Ellison believed City Manager Mark Howe is doing a great job and has accomplished a great deal. Ellison hoped at the next election, the citizens of Lowell would remember who is trying to move the city forward.

Department of Public Works employee Ralph Brecken spoke on behalf of the Voice. He addressed the Council about personal contracts in regards to the MERC decision. He asked the Council to instruct City Manager Howe to abide by the law and to pay the increases.

Vergennes Township resident and wife of city employee Todd Phillips was present to quote the Honorable Administrative Law Judge Doyle O'Conner from the August 13, 2013 Fact Finding Hearing, which was concurred by the Michigan Employee Relations Commission on January 28, 2015. Phillips asked the City Council to consider these comments made by Judge O'Conner regarding Mark Howe.

Peggy Covert of 982 N. Washington noted there is a light out in the public parking lot near City Hall.

6. **OLD BUSINESS.**

A. Strategic Plan Update. No updates were provided.

B. Pending Council Projects Report. No updates were provided.

7. **NEW BUSINESS**

a. Striking of Delinquent Taxes.

Each year City Treasurer Suzanne Olin reviews delinquent personal property taxes that cannot be collected and recommends that the council approve striking them from the rolls.

Olin provided information on the request to strike \$617.36 from the personal property tax rolls.

IT WAS MOVED BY ELLISON and seconded by HALL to approve striking \$617.36 from the personal property tax rolls due from Modern Photographics, Regal Insurance and Riverbend Salon.

YES: Councilmembers Altoft, Ellison, Hall and Mayor Hodges.

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

b. Adoption of Mixed Use Ordinances 15-01 and 15-02.

The planning commission has spent several months developing language for a mixed used district. Mixed use allows for a combination of residential and commercial uses in areas where there is already a transition between commercial uses, such as downtown, and residential uses, such as neighborhoods. In addition to developing the language, the planning commission has identified an area to be rezoned to the newly designated Mixed Use district. These areas have been identified in the city Master Plan to be converted to this type of use.

In keeping with the deliberate approach the planning commission has taken to developing this section of the zoning ordinance, the proposed changes were distributed to the Council at their last meeting for information and discussion.

The final ordinances making these changes were presented for review and are recommended for adoption. The first adopts the actual language for the Mixed Use District. The second re-zones certain properties to the newly created Mixed Use District.

Recommended Motions (separately):

- That the Lowell City Council adopt Ordinance 15-01.
- That the Lowell City Council adopt Ordinance 15-02.

IT WAS MOVED BY ALTOFT and seconded by HALL to adopt resolution 15-01.

YES: Councilmembers Altoft, Ellison, Hall and Mayer Hodges.

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

IT WAS MOVED BY HALL and seconded by ALTOFT to adopt resolution 15-02.

YES: Councilmembers Altoft, Ellison, Hall and Mayer Hodges.

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

- c. 2015 Street Project Discussion. Dave Austin of Williams and Works presented a proposed street project for 2015 as well as the merits of edge milling and overlay as opposed to a full pavement remove and resurface. The streets being considered include Monroe, east to west on Avery, and then the perpendicular streets, Washington, Jefferson and Jackson. Austin estimated the price of edge mill and resurface with 2 inch overlay to be approximately \$232,700, based on a 5 year useful life. Alternatively, the city can consider a full pavement removal and resurface with a 3 inch overlay. This is the process that has been used on Sibley as well as West and Pleasant. This alternative would cost approximately \$328,000, based on a 15 year useful life.

City Manager Howe believed the full pavement removal would be more appropriate because of truck traffic. Howe wanted to start proceeding with the street project this year. Currently, there is approximately \$200,000. These funds come from the LCIV Endowment Fund as well as one mill set aside for streets. Because the project is within the DDA, Howe would request the remaining amount from them. He also wanted to coordinate the project with MDOT's mill and resurface of M21 from Valley Vista to the county line.

Councilmember Altoft questioned water and sewer work that is scheduled for Monroe. He also mentioned the residents on Donna Street have come forward with concerns regarding their street. Howe indicated a request is going to be made at the next Council meeting to reallocate the CDBG funds. The City has been working with Kent County and with HUD to see if we can do an overlay and use CDBG funds. He estimated the total cost to be around \$35,000 to \$40,000. CDBG funds would provide \$25,000 to \$30,000 of this amount.

Altoft questioned the street plans recently presented to the DDA along M21. Howe stated the City will ask MDOT if the bump outs can be painted on the pavement to provide an idea of what these bump outs would look like. Howe explained the DDA is working on prioritizing projects for the next 3 to

10 years. The City is also hoping to establish a midblock crosswalk with MDOT at the riverwalk with bump outs.

Mayor Hodges believed going with full pavement removal and resurface would be the best investment.

Howe also noted he is working with MDOT and the Metro Council regarding Monroe and Jefferson. He is attempting to get these streets on the federal aid eligible list, noting the truck route to Atwood.

Councilmember Ellison agreed a 15 year plan was appropriate and if support can be provided from the DDA, this would be the best way to spend the dollars. Hall agreed. However, assistance from the DDA should be kept at a minimum. Altoft agreed but noted providing a better road is supporting the downtown businesses.

By general consensus, the Council agreed to move forward with the full pavement removal and resurface of 3 inches based on a 15 year useful life.

d. Resolution 03-15 to Ratify a Collective Bargaining Agreement.

The City is pleased to announce that an agreement has been reached with the IBEW Local 876 for employees at the Department of Public Works. The agreement has been ratified and signed by the union and a similar agreement has also been approved by the Light & Power Board.

This resolution was ready for action at the previous council meeting. The City had been awaiting a final signed copy of the agreement before moving forward and it was received by city hall on February 2, the day of the meeting. The previous resolution also asked the council to decide not to appeal the recent MERC decision. Since the deadline to appeal the decision is February 17 there is no need for that provision in the resolution at this time.

IT WAS MOVED BY ELLISON and seconded by HALL to approve the Resolution 03-15 to ratify the Collective Bargaining Agreement between the International Brotherhood of Electrical Workers Local 876.

YES: Councilmembers Ellison, Hall and Mayor Hodges.

NO: Councilmember Altoft. ABSENT: Councilmember Mayer

MOTION CARRIED.

e. Discussion on removal of unsafe structures.

There needs to be a discussion regarding issues relating to the removal of unsafe structures. Specifically, there is a house located within the city that was damaged by fire and is no longer habitable. The Code of Ordinances allows such structures to be removed with the cost of removal added as a lien to the property.

Police Chief Bukala explained this house has been sitting burned out for approximately one year. Under City Ordinance, the home has been receiving citations at the rate of one per week. Bukala asked the Council for direction.

Councilmember Altoft questioned if the house has been barricaded so it cannot be accessed. Bukala stated it was not secured to his satisfaction. A temporary fence was installed but has deteriorated over time.

City Attorney Richard Wendt explained the Council is required to follow a process. The initial issue is to determine if the cost of repairs exceeds the assessed value of the property. Then notice to repair or demolish within 90 days can be sent. The owner can appeal this to the Construction Board of Appeals. If there is still no action, the City can demolish the building and place a lien on the property and apply the cost of this to their property taxes.

Altoft suggested the owner be contacted if the building isn't safe and secure like it is supposed to be. If the owner does not seal the building up then the City will and bill them for the work done. Ellison was in favor of this idea. Bukala believed the easiest way to secure it would be to repair the sections that were burned in the fire.

Howe indicated the Building Code Official stated the City of Lowell has adopted the International Property Maintenance Code which addresses unsafe conditions. It states the Code Official can deem a structure unsafe based on a list of issues. This provides guidance and will be followed.

Howe noted the City may also want to increase the fines as they are currently very low.

8. **MONTHLY REPORTS.**

No comments were received.

9. **COUNCIL COMMENTS.**

Councilmember Altoft commented on what he believes is his duty, as a Councilmember, representing the citizens of the City of Lowell. This includes making decisions on City matters brought before them after hearing all sides and facts. Discussion and debate are nothing to be afraid of. Altoft went on to reference the City has been guided by City Manager Howe, who has installed unhealthy actions into every occurrence within the City. Under his guidance, the City has raised a war against seven of its own workers costing over \$136,000. Howe has provided the Council with inaccurate information on many subjects. Altoft stated in the name of the City, Howe has incorrectly and untruthfully testified in court of law and violated the United States Constitution when he refused citizens to talk to public officials. Altoft stated he would like to make a motion to remove Mark Howe from the position of City Manager and is there any other Councilmember who would second this motion?

Councilmember Hall stated the Planning Commission meeting was canceled. The Michigan Planning Act states it is only mandatory to have four Planning Commission meetings per year. Hall noted the law previously stated 12 meetings per year. Hall also noted final recommendations were submitted to the Lowell Area Recreation Authority. These have been approved and forwarded to the State of Michigan. He was hopeful this would come to the Council sometime in 2017.

Councilmember Ellison stated the Arbor Board met and is working on a Comprehensive Tree Plan. The board is hoping to receive some grants for projects. LCTV Endowment Board and Historic District Commission have not met yet.

Ellison commented on the recent work sessions. We need to move forward and work together as a group.

Also, at the last "Coffee with Council" Ellison had a citizen ask why City Manager Mark Howe was still here because he broke laws. She asked if it would be appropriate to have City Attorney Richard Wendt explain how the Michigan Employment Relation Commission works. Wendt stated the Michigan Employment Relation Commission resolves labor disputes involving public and private sector employees by appointing mediators, arbitrators and fact finders conducting union representation elections, determining appropriate bargaining units and adjudicating unfair labor practices. It is not a court of law but is an administrative body. It exists in the executive branch of government as opposed to the judicial branch of government. It is not a criminal or civil offense to be found in violation of an unfair labor practice or a determination of an unfair labor practice.

Ellison also noted she was happy to have reached an agreement. Let's keep moving forward in a civil matter.

Mayor Hodges stated Lowell Light and Power Board met. The bio-digester is starting to work and creating some electricity. There is very little if any odor. The pipeline has been completed between the bio-digester and Litehouse, Inc. The Chamber of Commerce met and established their goals with their Board of Directors for the 2015/16 calendar year. Their next event is the Expo on March 28, 2015. Look Memorial Commission is due to meet in May.

10. **MANAGER'S REPORT**

1. The City will have a new Director of Public Works beginning in mid-March. The position has been offered to and accepted by Mr. Charles Sundblad of Caro. Mr. Sundblad comes to us with 25 years of experience in public works with most of that time serving as the director in Caro. The City plans to have him on board in mid-March so that he can spend a couple of months working with retiring Director Dan DesJarden.
2. The Downtown Placemaking Plan was presented to the Downtown Development Authority at its February 12 meeting. In addition, the DDA has started the process of updating its development plan by identifying long-term priorities.
3. With the new year, the City is starting to receive a number of zoning inquiries relating to development projects in the community. This is a good sign that the economy is recovering and good news for the quality of life for our residents.
4. Howe has spent some time a few weeks ago reviewing the sidewalk replacement program, prior action taken by the council regarding sidewalks, current ordinances and policies in place, and our criteria used to require sidewalk replacement. Howe hoped to have this organized in a way that he can facilitate a discussion with the Council in the future to review the current ordinance and policies and also the criteria for replacement.
5. Per Council request, Howe will be giving an overview of city finances during the workshop on Monday, February 23, at 6 p.m. If there are any specific questions or parts of the budget please let him know by the end of the week so he can be prepared.

11. **APPOINTMENTS.**

Board of Review
Alternate Vacancy -

Construction Board of Appeals
Vacancy –

IT WAS MOVED BY ELLISON and seconded by HALL to adjourn at 8:33

DATE:

APPROVED:

James W. Hodges, Mayor

Susan S. Ullery, Deputy City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

ORDINANCE NO. 15-01

AN ORDINANCE TO AMEND SECTION 2.03, "DEFINITIONS-B," AND SECTION 2.14, "DEFINITIONS-M," OF CHAPTER 2, "DEFINITIONS," SECTION 3.01, "DISTRICTS ESTABLISHED," OF CHAPTER 3, "ZONING DISTRICTS-GENERAL," AND SECTION 4.13, "NONCONFORMING USES," OF CHAPTER 4 "GENERAL PROVISIONS;" TO ADD CHAPTER 16A, "MU MIXED USE DISTRICT;" AND TO AMEND SECTION 18.02, "REGULATION," OF CHAPTER 18, "SITE PLAN REVIEW," SECTION 19.02, "LOCATION OF PARKING," OF CHAPTER 19 "OFF-STREET PARKING AND LOADING," AND SECTION 20.08, "PERMITTED SIGNS BY ZONE DISTRICT" OF CHAPTER 20, "SIGNS," OF AND TO APPENDIX A, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF LOWELL

Councilmember Altoft, supported by Councilmember Hall,

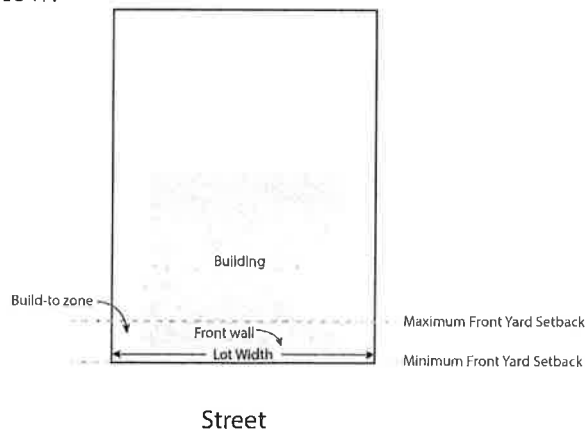
moved the adoption of the following ordinance:

THE CITY OF LOWELL ORDAINS:

Section 1. Amendment to Section 2.03 of Chapter 2. Section 2.03, "Definitions-B," of Chapter 2, "Definitions," of Appendix A, "Zoning," of the Code of Ordinance of the City of Lowell is amended by adding the following definitions in alphabetical order:

Building frontage. A percentage expressed as the width of that part of a building wall which faces the public street and occupies the build-to zone divided by the total lot width.

Build-to zone. The area located between the required minimum and maximum front yard setback as illustrated below.



Section 2. Amendment to Section 2.14 of Chapter 2. Section 2.14, “Definitions-M,” of Chapter 2, “Definitions,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended by adding the following definition in alphabetical order:

Mixed use development. A development consisting of one or more buildings that contain a mix of commercial, office, retail, residential, recreational or similar land uses, or any combination of such uses.

Section 3. Amendment to Section 3.01 of Chapter 3. Section 3.01, “Districts established,” of Chapter 3, “Zoning Districts – General,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended to read as follows:

Section 3.01. Districts established. For the purposes of this ordinance, the City of Lowell is hereby divided into the following zoning districts:

SR	Suburban Residential District
R-1	Single-Family Residential District
R-2	Single- and Two-Family Residential District
R-3	Multiple-Family District
MHP	Manufactured Home Park District
C-1	Neighborhood Business District
C-2	Central Business District
C-3	General Business District
I	Industrial District
I-L	Light Industrial District
F-1	Floodplain District
PUD	Planned Unit Development District
PF	Public Facilities District
MU	Mixed Use District

Section 4. Amendment to Section 4.13 C of Chapter 4. Subsection C. of Section 4.13, “Nonconforming uses,” of Chapter 4, “General Provisions,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended to read as follows:

- C. Structures, buildings or uses nonconforming by reason of height, area and/or parking and loading space provisions may be extended, enlarged, altered, remodeled or modernized only when the following conditions are met:
 - 1. The building or structure shall comply with all height, area, and/or parking and loading provisions with respect to such extension, enlargement, alteration, remodeling or modernization.
 - 2. The zoning enforcement officer shall determine that such alteration, remodeling, or modernization will not substantially extend the life of any nonconforming building or structure.
 - 3. Any use of a building or structure which is nonconforming by reason of parking and loading provisions and which is thereafter made conforming or less nonconforming by the addition of parking and/or loading space shall not thereafter be permitted to use such additionally acquired parking and/or loading space to meet requirements for any extension, enlargement, or change of use which requires greater areas for parking and/or loading space

Legal nonconforming buildings and structures in the MU District may be extended, enlarged, remodeled or modernized only if the extension, enlargement, remodeling or modernization does not increase the degree of the nonconformity.

Section 5. Amendment to Section 4.13 E of Chapter 4. Subsection E. of Section 4.13, “Nonconforming uses,” of Chapter 4, “General Provisions,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended by the addition of sub-subsection 7 to read as follows:

- 7. If a building or structure that is considered a historic resource pursuant to Chapter 11.5 of the Code of Ordinances by the historic district commission is damaged by fire, wind, act of God or public enemy, such building or structure may be rebuilt or restored to its original nonconforming condition, regardless of the extent of the damage.

Section 6. Addition of Chapter 16A. Chapter 16A, "MU Mixed Use District," is added to Appendix A, "Zoning," of the Code of Ordinances of the City of Lowell to read as follows:

CHAPTER 16A - MU MIXED USE DISTRICT

Section 16A.01. - Description and purpose.

This district is intended to encourage pedestrian-oriented mixed-uses which are desirable to both nearby residential neighborhoods and the central business district. This district permits a mix of commercial and residential uses within the same building or on the same lot.

Section 16A.02. - Uses permitted by right.

Land and/or buildings in the MU District may be used for the following purposes as uses permitted by right:

- A. Mixed use developments.
- B. Retail stores.
- C. Drug stores and pharmacies.
- D. Art galleries and museums.
- E. Restaurants, without drive-through facilities.
- F. Personal service establishments conducting services on premises, including barber and dry-cleaning service outlets, beauty shops and fitness centers.
- G. Office buildings for executive, administrative, professional, accounting, drafting and other similar professional activities.
- H. Medical and dental offices.
- I. Banks, credit unions, savings and loan associations and similar financial institutions.
- J. Multiple-family dwellings.
- K. Outdoor merchandise display in accordance with section 11.05.
- L. Accessory buildings, structures and uses customarily incidental to any of the above uses permitted by right or as a special land use.

Section 16A.03. - Special land uses.

Land and/or buildings in the MU District may be used for the following purposes following review by the planning commission as a special land use regulated by Chapter 17 of the Code of Ordinances:

- A. Theaters, concert halls or similar places of public assembly.
- B. Private clubs, fraternal organizations and lodge halls.
- C. Hotels and motels.
- D. Single-family dwellings.
- E. Two-family dwellings.

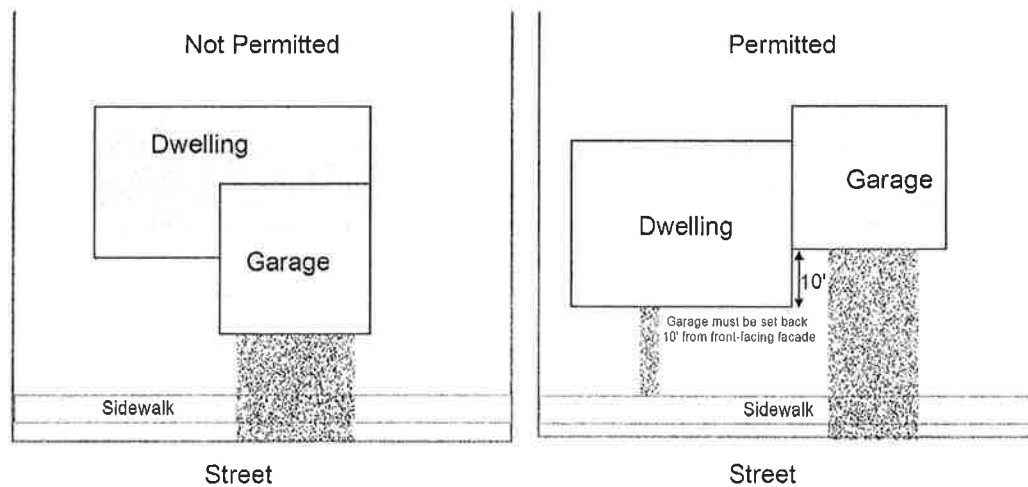
Section 16A.04. - Site development requirements.

No building or structure, nor the enlargement of any building or structure, shall be erected unless the following requirements are met and maintained in connection with such building, structure or enlargement:

- A. There shall be no off-street parking located in the front yard of a lot; parking shall be located in the rear or side yard.
- B. Buildings must have the primary entrance facing a public sidewalk.
- C. For all development adjacent to key frontages as illustrated on the zoning map, except single-family, two-family and multi-family dwellings, a minimum of fifty (50) percent of the street-facing principal building façade between two feet and eight feet above grade must be comprised of clear windows that allow views of indoor space or product display areas.

Minimum front yard setback	0 feet
Maximum front yard setback	10 feet, except as provided in section 16A.04(D)
Minimum required side yard	Side abutting residential districts or uses – 10 feet Side abutting other districts – 0 feet
Minimum required rear yard	Side abutting residential districts or uses – 25 feet Side abutting other districts – 0 feet
Maximum lot coverage	100%
Maximum building height	40 feet
Minimum lot area	None
Minimum lot width	None
Minimum building frontage	80% in primary front yards, except as provided in section 16A.04(D) 50% in secondary front yards where applicable, except as provided in section 16A.04(D)

- D. Single-family dwellings and two-family dwellings proposed in the MU District shall meet the following standards:
 - 1. Minimum front yard setback shall be 0 feet
 - 2. Maximum front yard setback shall be 25 feet.
 - 3. If an attached garage is proposed, such garage shall be offset such that it is set back at least 10 feet from the front-facing building façade.
 - 4. Minimum building frontage is not required.



Section 7. Amendment to Section 18.02 of Chapter 18. Subsection A. of Section 18.02, “Regulation,” of Chapter 18, “Site Plan Review,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended by the addition of sub-subsection 9 to read as follows:

9. MU Mixed Use District

Section 8. Amendment to Section 19.02 of Chapter 19. Subsection B. and C. of Section 19.02, “Location of parking,” of Chapter 19, “Off-Street Parking And Loading,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell are amended to read as follows:

- B. Except for the C-2 District and the MU District, the off-street parking required for nonresidential districts shall be located on each site or in parking lots within four hundred (400) feet of and readily accessible to each site.
- C. In the C-2 District and the MU District, parking shall be provided on the same lot as the use, unless the property adjoins or has access to a community parking lot or a common parking area maintained by participating property owners.

Section 9. Amendment to Section 20.08 of Chapter 20. Subsection C. of Section 20.08, “Permitted signs by zoning district,” of Chapter 20, “Signs,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended to read as follows:

C. The following sign types shall be permitted in accord with the following regulations in the C-2 – Central Business District and the MU – Mixed Use District.

Type	Maximum Number	Maximum Sign Area	Height	Location
Projecting	1 per building wall facing a parking lot or public street	20 square feet	See Section 20.05. A, 4	Cannot extend more than 5 feet from building wall
Wall OR Marquee	1 per building wall facing a parking lot or public street	20% of the wall surface or 30% of marquee face, as applicable, or 50 square feet, whichever is less	See Section 20.05. A, 4	

Section 10. Publication. After its adoption, the Deputy City Clerk shall publish 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 11. 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 in the *Lowell Ledger*, a newspaper of general circulation in the City.

YEAS: Councilmembers Altoft, Ellison, Hall and Mayor Hodges

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers Mayer

ORDINANCE DECLARED ADOPTED.

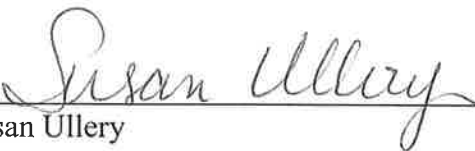
Dated: February 17, 2015


Susan Ullery
Deputy City Clerk

CERTIFICATION

I, the undersigned Deputy City Clerk of the City of Lowell, Michigan (the "City"), certify that the above ordinance is a true and complete copy of an ordinance adopted at a regular meeting of the Lowell City Council held on February 17, 2015, pursuant to notice given in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and notice of its adoption, including a summary of its contents and its effective date, was published in the *Lowell Ledger*, on February 25, 2015. I further certify that the above ordinance was entered into the Ordinance Book of the City on March 7th, 2015, and was effective March 7th, 2015, ten (10) days after publication.

Dated: February 17, 2015


Susan Ullery
Deputy City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

ORDINANCE NO. 15- 02

**AN ORDINANCE TO AMEND SECTION 3.02, "DISTRICT
BOUNDARIES," OF CHAPTER 3, "ZONING DISTRICTS – GENERAL,"
OF APPENDIX A, "ZONING," OF THE CODE OF ORDINANCES OF
THE CITY OF LOWELL**

Councilmember Hall, supported by Councilmember

Altoft, moved the adoption of the following ordinance:

THE CITY OF LOWELL ORDAINS:

Section 1. Amendment to Section 3.02 of Chapter 3. Section 3.02, "District boundaries," of Chapter 3, "Zoning Districts - General," of Appendix A, "Zoning," of the Code of Ordinance of the City of Lowell is amended to amend the zone district classification of the real properties identified below from their existing classification to MU Mixed Use District.

Street Address	Permanent Parcel No.	Current Zone District Classification	New Zone District Classification
300 High Street S.E.	41-20-02-260-001	PF Public Facilities	MU Mixed Use
238 High Street S.E.	41-20-02-404-003	PF Public Facilities	MU Mixed Use
307 East Main Street S.E.	41-20-02-407-007	C-3 General Commercial	MU Mixed Use
309 East Main Street S.E.	41-20-02-407-008	C-3 General Commercial	MU Mixed Use
311 East Main Street S.E.	41-20-02-407-022	C-3 General Commercial	MU Mixed Use
317 East Main Street S.E.	41-20-02-407-027	C-3 General Commercial	MU Mixed Use
319 East Main Street S.E.	41-20-02-407-028	C-3 General Commercial	MU Mixed Use
321 East Main Street S.E.	41-20-02-407-029	C-3 General Commercial	MU Mixed Use
140 North Washington Street S.E.	41-20-02-407-021	C-3 General Commercial	MU Mixed Use
411 East Main Street S.E.	41-20-02-427-010	C-3 General Commercial	MU Mixed Use
413 East Main Street S.E.	41-20-02-427-011	C-3 General Commercial	MU Mixed Use
404 Avery Street S.E.	41-20-02-427-001	C-3 General Commercial	MU Mixed Use
427 East Main Street S.E.	41-20-02-427-008	C-3 General Commercial	MU Mixed Use
112 North Jefferson Street S.E.	41-20-02-427-007	C-3 General Commercial	MU Mixed Use
426 Avery Street S.E.	41-20-02-427-003	C-3 General Commercial	MU Mixed Use
503 East Main Street S.E.	41-20-02-428-014	C-3 General Commercial	MU Mixed Use
111 North Jefferson Street S.E.	41-20-02-428-003	C-3 General Commercial	MU Mixed Use
513 East Main Street S.E.	41-20-02-428-015	C-3 General Commercial	MU Mixed Use
517 East Main Street S.E.	41-20-02-428-009	C-3 General Commercial	MU Mixed Use
519 East Main Street S.E.	41-20-02-428-010	C-3 General Commercial	MU Mixed Use
312 East Main Street S.E.	41-20-02-430-014	C-2 Central Business	MU Mixed Use
318 East Main Street S.E.	41-20-02-430-012	C-2 Central Business	MU Mixed Use

414 East Main Street S.E.	41-20-02-431-014	C-3 General Commercial	MU Mixed Use
422 East Main Street S.E.	41-20-02-431-003	C-3 General Commercial	MU Mixed Use
430 East Main Street S.E.	41-20-02-431-004	C-3 General Commercial	MU Mixed Use
116 South Jefferson Street S.E.	41-20-02-431-005	C-3 General Commercial	MU Mixed Use
504 South Main Street S.E.	41-20-02-432-008	C-3 General Commercial	MU Mixed Use
121 South Jefferson Street S.E.	41-20-02-432-007	C-3 General Commercial	MU Mixed Use
512 East Main Street S.E.	41-20-02-432-002	C-3 General Commercial	MU Mixed Use

Section 2. Publication. After its adoption, the Deputy City Clerk shall publish 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 in the *Lowell Ledger*, a newspaper of general circulation in the City.

YEAS: Councilmembers Altoft, Ellison, Hall and Mayor Hodges

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers Mayer

ORDINANCE DECLARED ADOPTED.

Dated: February 17, 2015


 Susan Ullery
 Deputy City Clerk

CERTIFICATION

I, the undersigned Deputy City Clerk of the City of Lowell, Michigan (the "City"), certify that the above ordinance is a true and complete copy of an ordinance adopted at a regular meeting of the Lowell City Council held on February 2, 2015, pursuant to notice given in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and notice of its adoption, including a summary of its contents and its effective date, was published in the *Lowell Ledger*, on February 25, 2015. I further certify that the above ordinance was entered into the Ordinance Book of the City on March 7th, 2015, and was effective March 7th, 2015, ten (10) days after publication.

Dated: February 17, 2015


Susan Ullery
Deputy City Clerk

GRAPIDS 60857-994 349199v1

**CITY OF LOWELL
KENT COUNTY, MICHIGAN
RESOLUTION NO. 03 -15**

**RESOLUTION TO RATIFY A
COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 876**

Councilmember Ellison, seconded by Councilmember Hall, moved the adoption of the following resolution:

WHEREAS, the City of Lowell and the International Brotherhood of Electrical Workers Local 876 ("IBEW"), representing employees in the Department of Public Works, have reached a collective bargaining agreement which agreement has been ratified and signed by IBEW Local 876; and

WHEREAS, the City of Lowell desires to ratify the collective bargaining agreement and move forward to an amicable and productive relationship with the International Brotherhood of Electrical Workers Local 876.

NOW, THEREFORE, BE IT RESOLVED, That the City of Lowell ratifies the Agreement between IBEW Local 876 and City of Lowell for Department of Public Works and authorizes its execution by the Mayor and City Clerk.

YEAS: Councilmembers Ellison, Hall and Mayor Hodges


NAYS: Councilmembers Altoft

ABSTAIN: Councilmembers None

ABSENT: Councilmembers Mayer

RESOLUTION DECLARED ADOPTED.

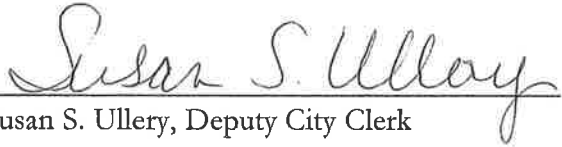
Dated: February 17, 2015


Susan S. Ullery, Deputy City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on February 17, 2015, 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: February 17, 2015


Susan S. Ullery, Deputy City Clerk

PROCEEDINGS OF THE
CITY COUNCIL WORKSESSION
OF THE CITY OF LOWELL
MONDAY, FEBRUARY 23, 2015

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

The Meeting was called to order at 6:00 p.m. and Deputy City Clerk Susan Ullery called roll.

Present: Councilmembers Jeff Altoft, Sharron Ellison, Jim Hall and Mayor Jim Hodges.

Absent: Councilmember Matt Mayer.

Also Present: City Manager Mark Howe, Deputy City Clerk Susan Ullery, DPW Director Dan DesJarden and Police Chief Steve Bukala.

IT WAS MOVED BY HALL and seconded by ALTOFT to excuse the absence of Councilmember Mayer.

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

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

No comments were received.

3. **FINANCE PRESENTATION**. City Manager Howe presented a power point presentation regarding the finances of the City of Lowell. He mentioned Governmental Accounting and Standards must be followed.

Upcoming challenges were noted such as the elimination of personal property taxes, property tax revenue and street improvements.

Howe noted the Asset Management Plan needs to be approved. This is important in order to receive Act 51 monies.

The City of Lowell Strategic Plan - 2015 Goals was reviewed.

IT WAS MOVED BY HALL and seconded by ELLISON to adjourn at 8:14 p.m.

DATE:

APPROVED:

James W. Hodges, Mayor

Susan S. Ullery, Deputy City Clerk

User: LORI

EXP CHECK RUN DATES 02/20/2015 - 02/26/2015

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-040.000	ACCOUNTS RECEIVABLE	SOS OFFICE SUPPLY	OFFICE SUPPLIES	14.99	65885
101-000-264.003	WORKERS COMP INSURANCE PA	MML WORKERS' COMP FUND	POLICY PREMIUM 7/1/14 - 7	4,699.00	65901
		Total For Dept 000		4,713.99	
Dept 172 MANAGER					
101-172-864.000	CONFERENCES & CONVENTIONS	CARDMEMBER SERVICE	CREDIT CARD CHARGES	378.81	65873
		Total For Dept 172 MANAGE		378.81	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	SOS OFFICE SUPPLY	OFFICE SUPPLIES	11.24	65885
		Total For Dept 209 ASSESS		11.24	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES DEC 2014	1,172.50	65893
101-210-802.000	LABOR RELATIONS ATTORNEY	ABBOTT, NICHOLSON, QUILTE	LEGAL SERVICES	2,639.00	65871
		Total For Dept 210 ATTORN		3,811.50	
Dept 215 CLERK					
101-215-864.000	CONFERENCES & CONVENTIONS	MGIA	DEJONG - TRADE SHOW MARCH	119.00	65900
101-215-955.000	MISCELLANEOUS EXPENSE	KCCA	KENT COUNTY CLERS ASSOC 2	15.00	65896
		Total For Dept 215 CLERK		134.00	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	DATAPATH CARD SERVICES, I	FLEX MONEY- MYSOURCE CARD	550.00	65875
101-253-801.000	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	JANUARY ADMINISTRATION	45.00	65877
101-253-955.000	MISCELLANEOUS EXPENSE	KENT COUNTY TREASURER'S A	2015 KCTA MEMBERSHIP NOTI	50.00	65897
		Total For Dept 253 TREASU		645.00	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SOS OFFICE SUPPLY	OFFICE SUPPLIES	37.41	65905
101-265-740.000	OPERATING SUPPLIES	SOS OFFICE SUPPLY	OFFICE SUPPLIES	5.97	65885
101-265-850.000	COMMUNICATIONS	COMCAST	INTERNET	147.85	65874
101-265-850.000	COMMUNICATIONS	AT&T	1/17 - 2/16/2015 PHONE CH	1,543.16	65887
101-265-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	146.35	65888
101-265-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	R&M CITY HALL	189.00	65872
		Total For Dept 265 CITY H		2,069.74	
Dept 301 POLICE DEPARTMENT					
101-301-850.000	COMMUNICATIONS	AT&T	PHONE CHARGES 1/17-2/16/2	73.65	65887
101-301-850.000	COMMUNICATIONS	AT&T	1/17 - 2/16/2015 PHONE CH	1,125.35	65887
101-301-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	157.06	65888
101-301-850.000	COMMUNICATIONS	VERIZON WIRELESS	LPD PHONE CHARGES 1/11 -	158.15	65907
101-301-931.000	R & M POLICE CARS	GRAND COLLISION - LOWELL	REPAIR & MAINT - VEHICLES	15.81	65878
101-301-931.000	R & M POLICE CARS	GRAND COLLISION - LOWELL	LPD CHEVY IMPALA	339.16	65878
		Total For Dept 301 POLICE		1,869.18	
Dept 400 PLANNING & ZONING					
101-400-955.000	MISCELLANEOUS EXPENSE	SOS OFFICE SUPPLY	OFFICE SUPPLIES	12.00	65905
		Total For Dept 400 PLANNI		12.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	DPW SUPPLIES	174.30	65890
101-441-740.000	OPERATING SUPPLIES	LITES PLUS, INC.	DPW PHOTO CELLS	38.85	65899
101-441-850.000	COMMUNICATIONS	AT&T	1/17 - 2/16/2015 PHONE CH	617.72	65887
101-441-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	26.43	65888
101-441-955.000	MISCELLANEOUS EXPENSE	KING MILLING COMPANY	TAXES ON PARKING LOTS	423.55	65898
		Total For Dept 441 DEPART		1,280.85	
Dept 442 SIDEWALK					
101-442-740.000	OPERATING SUPPLIES	ECO GREEN SUPPLY	EGS ICE BUSTER	475.79	65894
		Total For Dept 442 SIDEWA		475.79	
Dept 790 LIBRARY					
101-790-850.000	COMMUNICATIONS	AT&T	1/17 - 2/16/2015 PHONE CH	176.08	65887

User: LORI

EXP CHECK RUN DATES 02/20/2015 - 02/26/2015

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 790 LIBRARY					
101-790-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	REPAIR & MAINTENANCE - LI	58.00	65872
		Total For Dept 790 LIBRAR		234.08	
		Total For Fund 101 GENERA		15,636.18	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	LITE'S PLUS	STREET LIGHT UPGRADE TO L	2,970.00	65881
		Total For Dept 463 MAINT		2,970.00	
		Total For Fund 248 DOWNT		2,970.00	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	LITES PLUS, INC.	AIRPORT LITES	223.30	65882
		Total For Dept 000		223.30	
		Total For Fund 581 AIRPOR		223.30	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	6.90	65888
		Total For Dept 000		6.90	
Dept 550 TREATMENT					
590-550-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROFESSIONAL SERVICES	1,375.00	65903
590-550-802.000	CONTRACTUAL	UNITED WATER, INC.	PROFESSIONAL SERVICES DEC	4,666.93	65886
590-550-802.000	CONTRACTUAL	UNITED WATER, INC.	PROFESSIONAL SERVICES JAN	37,550.78	65886
		Total For Dept 550 TREATM		43,592.71	
Dept 551 COLLECTION					
590-551-740.000	OPERATING SUPPLIES	HOOVER PRINTING	VANSETTERS/VANVEELEN BUSI	14.50	65895
590-551-930.000	REPAIR & MAINTENANCE	POLLUTION CONTROL SERVICE	R&M - ELM ST SEWER MAIN	1,947.67	65883
		Total For Dept 551 COLLEC		1,962.17	
Dept 552 CUSTOMER ACCOUNTS					
590-552-727.000	OFFICE SUPPLIES	HOOVER PRINTING	WATER BILL PAPER	113.17	65895
590-552-730.000	POSTAGE	POSTMASTER	WATER/SEWER BILL POSTAGE	199.68	65902
590-552-740.000	OPERATING SUPPLIES	HOOVER PRINTING	WATER DEPT - DOOR HANGERS	81.34	65880
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR METER READER	29.04	65889
		Total For Dept 552 CUSTOM		423.23	
		Total For Fund 590 WASTE		45,985.01	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	PRODUCTION TOOL SUPPLY	WTP SUPPLIES	17.67	65884
591-570-740.000	OPERATING SUPPLIES	HOOVER PRINTING	VANSETTERS/VANVEELEN BUSI	26.00	65895
591-570-740.000	OPERATING SUPPLIES	LITES PLUS, INC.	WATER PLANT LAMPS	39.50	65899
591-570-740.000	OPERATING SUPPLIES	SOS OFFICE SUPPLY	OFFICE SUPPLIES	43.99	65905
591-570-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES-LIMES2	385.00	65893
591-570-850.000	COMMUNICATIONS	AT&T	1/17 - 2/16/2015 PHONE CH	53.62	65887
591-570-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	11.02	65888
		Total For Dept 570 TREATM		576.80	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	HOOVER PRINTING	VANSETTERS/VANVEELEN BUSI	14.50	65895
591-571-801.000	CROSS CONNECTIONS	PREIN & NEWHOF, INC.	PROFESSIONAL SERVICES	125.00	65903
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	PHONE CHARGES 1/13 - 2/12	40.01	65907
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	GAS CHARGES 1/20 - 2/18/2	197.48	65891
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	BILLING 1/22 -2/21/2015	188.85	65891
		Total For Dept 571 DISTRI		565.84	
Dept 572 CUSTOMER ACCOUNTS					
591-572-727.000	OFFICE SUPPLIES	HOOVER PRINTING	WATER BILL PAPER	113.18	65895
591-572-730.000	POSTAGE	POSTMASTER	WATER/SEWER BILL POSTAGE	199.68	65902

User: LORI

EXP CHECK RUN DATES 02/20/2015 - 02/26/2015

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 572 CUSTOMER ACCOUNTS					
591-572-740.000	OPERATING SUPPLIES	HOOPEER PRINTING	WATER DEPT - DOOR HANGERS	81.34	65880
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR METER READER	29.04	65889
		Total For Dept 572 CUSTOM		423.24	
		Total For Fund 591 WATER		1,565.88	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	CARDMEMBER SERVICE	CREDIT CARD CHARGES	20.00	65873
636-000-802.000	CONTRACTUAL	HASSELBRING-CLARK	CONTRACTUAL	329.11	65879
		Total For Dept 000		349.11	
		Total For Fund 636 DATA P		349.11	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	PRODUCTION TOOL SUPPLY	EQUIP SUPPLIES	103.41	65884
661-895-740.000	OPERATING SUPPLIES	PRODUCTION TOOL SUPPLY	EQUIP OPERATING SUPPLIES	132.20	65904
661-895-740.000	OPERATING SUPPLIES	PRODUCTION TOOL SUPPLY	EQUIP -OPERATING SUPPLY T	1,031.43	65904
661-895-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES - BACKHOE	1,172.50	65893
661-895-930.000	REPAIR & MAINTENANCE	CARDMEMBER SERVICE	CREDIT CARD CHARGES	417.04	65873
661-895-930.000	REPAIR & MAINTENANCE	FASTENAL COMPANY	EQUIP REPAIR & MAINT	67.65	65876
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	EQUIP REPAIR & MAINT	956.70	65892
661-895-930.000	REPAIR & MAINTENANCE	TERMINAL SUPPLY CO.	EQUIP - LAMPS	210.29	65906
661-895-930.000	REPAIR & MAINTENANCE	WEST MICHIGAN INTERNATIONAL	EQUIP REPAIR & MAINT	82.65	65908
661-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	EQUIP REPAIR & MAINT	123.35	65909
661-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	EQUIP - REPAIR & MAINT	195.62	65909
661-895-957.000	TRAINING	CARDMEMBER SERVICE	CREDIT CARD CHARGES	300.00	65873
		Total For Dept 895 FLEET		4,792.84	
		Total For Fund 661 EQUIPM		4,792.84	

02/26/2015 01:21 PM

User: LORI

DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 02/20/2015 - 02/26/2015

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 4/4

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

Fund 101 GENERAL FUND	15,636.18
Fund 248 DOWNTOWN DEVELOP	2,970.00
Fund 581 AIRPORT FUND	223.30
Fund 590 WASTEWATER FUND	45,985.01
Fund 591 WATER FUND	1,565.88
Fund 636 DATA PROCESSING	349.11
Fund 661 EQUIPMENT FUND	4,792.84

71,522.32



STRATEGIC GOALS REPORT

MARCH 2, 2015

COMMUNITY COLLABORATION

1) Encourage Public Participation: We are currently developing a poll to gather public input on our web site. (3/17/14)

2) Promote Accomplishments: The Lowell Police Department participated in the UpTV "UpLiftSomeone" campaign. I will be showing the video during your council meeting. This project has caught the attention of region and national media. Congratulations to our team members at the police department and our new friends at UpTV. (12/15/14)

3) Engage Boards/Commissions: The Planning Commission and Parks & Recreation Commission have completed the Roles/Responsibilities exercise. (3/17/14)

GOVERNMENT EFFICIENCY AND EFFECTIVENESS

4) Street Asset Management Plan: We have completed the mix of fixes and received estimates of the costs of each from Williams & Works. Also, the Grand Valley Metro Council has created a database of our streets and will begin working on the draft models for our consideration. (11-17-14)

5) Wastewater System Asset Management Plan: We were not awarded the SAW Grant for 2014 and were chosen in the lottery at 372 of 573 grant proposals submitted. Our engineers have calculated that we could be eligible in 2016 if the Legislature appropriates funds for the grant program. We are optimistic about our chances; however, this goal may need to be put on hold until 2016. (3/17/14)

6) Inflow & Infiltration Mitigation: During your last meeting you approved moving forward with design and preparing bid specifications to relocate the lift station and replace the force main with a gravity feed line. (12-15-14)

✓ 7) Facility Improvement Plans: Completed. The submitted plans have been incorporated into the budget document. (12/1/14)

✓ 8) Utility Improvement Plans: Completed. These plans have been updated and are incorporated into the budget recommendations presented to you. (5/5/14)

CITY OF LOWELL STRATEGIC GOALS REPORT

QUALITY NEIGHBORHOODS

✓ **9) Community Clean-Up Project:** Completed. We worked with the townships, the school district and the chamber on a community clean-up day during the harvest festival. This goal has been completed. (11-17-14)

✓ **10) Pilot Leaf Disposal Project:** You discussed this item at your September 17 workshop with a consensus that we have explored this sufficiently but that this is not a project we are able to accomplish. This item is completed. (10-6-14)

11) Code Compliance Process and Reporting: As of the end of October we are at 86% compliance for all zoning and code enforcement complaints we have taken during the calendar year. Of the 14% that are still open, one is a foreclosure home awaiting a sheriff sale and three are vacant buildings awaiting the sale of the property. (11-17-14)

12) Rental Rehabilitation Program: We were recently informed by Kent County that the end of our three-year cycle is in 2015, even though the Department of Housing and Urban Development required us to notify them of our intent to terminate our participation in the Urban County Program by May of this year. (7/7/14)

ECONOMIC VITALITY AND SUSTAINABILITY

13) Community Development Director: At this point, we are monitoring and following the work of the Greater Lowell Community Alliance. (3/17/14)

✓ **14) Downtown Development Plan:** The final report has been presented to the Downtown Development Authority. (3/2/15)

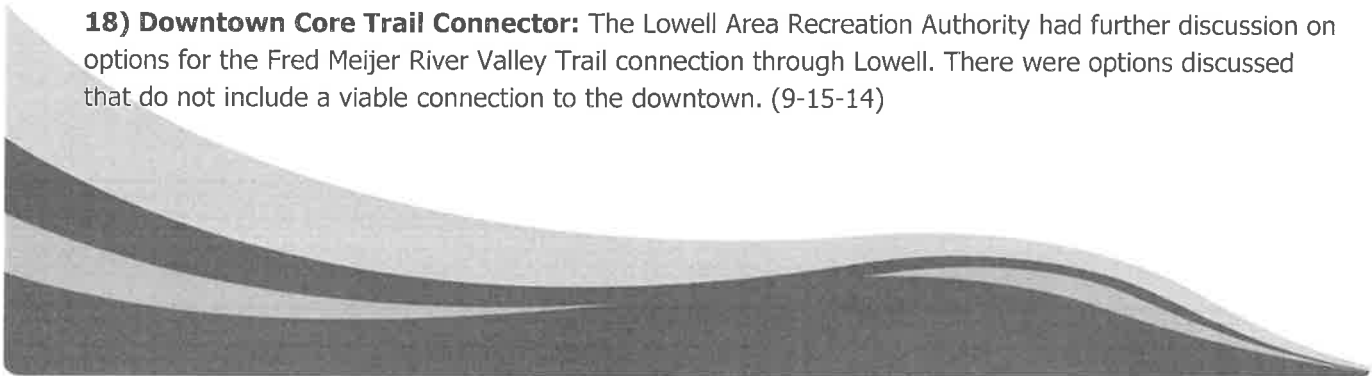
15) Business Recruitment: This project will begin this summer. (3/17/14)

DIVERSE RECREATIONAL AND CULTURAL OPPORTUNITIES

16) Recreation Plan Update: We have presented a first draft to the Parks & Recreation Commission for review. Next step will be to take their input and incorporate that into the next draft. (6-2-14)

✓ **17) Riverwalk Stage/Showboat Plan:** The final plan was presented to you at your June 16, 2014, council meeting. This project is completed. (7-7-14)

18) Downtown Core Trail Connector: The Lowell Area Recreation Authority had further discussion on options for the Fred Meijer River Valley Trail connection through Lowell. There were options discussed that do not include a viable connection to the downtown. (9-15-14)





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

PENDING COUNCIL PROJECTS REPORT

March 2, 2015

UPDATES

Downtown Tower Removal – No further update.

Lime Disposal – If there is consensus from the council I would like to remove this item from the report.

Underground Electrical Lines – No further update.

Trash Ordinance Update – No further update.

Right of Way Ordinance – No further update.

UPDATES

Downtown Tower Removal

(11-3-14) We received no bids on this project. Our timeline was mentioned as one potential obstacle. We are reevaluating and may proceed later this year or early next year.

(10/6/14) We have issued a Request for Proposals to have the downtown tower removed and sold. The deadline for submitting proposals is October 17. We hope to bring a recommendation to you at your October 20 meeting and expect to have the tower removed by the end of November.

Lime Disposal

(10/6/14) Our engineering firm has been in contact with the DEQ and has been informed that lime application on agricultural land is being handled by the Department of Agriculture effective September 16. We are working with both departments to determine how to proceed.

(1/20/15) I will be forwarding to you a copy of a letter and report that we have submitted to the DEQ.

(2-17-15) The cover letter and report issued to the DEQ has been forwarded to you.

Underground Electrical Lines

(11-3-14) You discussed this item at your previous council meeting. A report was presented by Light & Power General Manager Greg Pierce and questions were asked and answered.

(10/6/14) During your early September workshop you asked that I convey to Light & Power that you would like to have a report back to the council by your second meeting in October. Greg Pierce responded to my email stating that he would have something prepared for your October 20 council meeting.

Trash Ordinance Update

(10/6/14) We have completed drafts to make improvements to the trash ordinance and have also developed rules to go along with the ordinance. This will be an agenda item at a future workshop.

Right of Way Ordinance

(10/6/14) You have asked that I contact the city attorney to begin a discussion about a right-of-way ordinance.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 04-15

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
FIXED BASE OPERATION AGREEMENT WITH WILLIAMS AIR
POWER, INC.**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following resolution:

WHEREAS, the City previously entered into a fixed base operation agreement with Williams Air Power, Inc. ("Williams") to establish a fixed base operation ("FBO") at the City-owned airport (the "Airport"), which agreement has expired; and

WHEREAS, the City has agreed to enter into a new agreement with Williams to continue the FBO at the Airport for a term of five years.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Fixed Base Operation Agreement (the "Agreement") with Williams in the form presented at this meeting is approved and the Mayor and Deputy City Clerk are authorized and directed to execute the Agreement for and on behalf of the City.
2. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of such conflict.

YEAS: Councilmembers _____

NAYS: Councilmembers _____
ABSTAIN: Councilmembers _____
ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2015

Susan Ullery
Deputy 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 meeting held _____, 2015, and that public notice of said meeting was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: _____, 2015

Susan Ullery
Deputy City Clerk

FIXED BASE OPERATION AGREEMENT

THIS FIXED BASE OPERATION AGREEMENT (the "FBO Agreement") dated as of January 1, 2015, by and between the **CITY OF LOWELL**, a Michigan municipal corporation, whose address is 301 East Main Street, Lowell, Michigan 49331 (the "City") and **WILLIAMS AIR POWER, INC.**, a Michigan corporation, whose address is 985 Flat River Drive, Lowell, Michigan 49331 ("Williams").

RECITALS

A. The City owns a public airport, as hereinafter defined (the "Airport"), and desires that Williams establish a fixed base operation, as hereinafter defined (the "FBO"), at the Airport pursuant to the terms and conditions of this Agreement.

B. Williams is willing to establish an FBO at the Airport subject to the terms and conditions of this Agreement.

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

Section 1. Definitions. The following terms, whenever used in this Agreement, shall have the following meanings:

(a) "Airport" means the public airport owned by the City and located at 730 Lincoln Lake Road, N.E., Vergennes Township, Kent County, Michigan and includes all facilities, buildings, equipment and improvements which have been or may hereafter be provided from time to time at or in connection therewith.

(b) "Airport Board" means the board created pursuant to Section 3-26 of Article II of Chapter 3 of the Code of Ordinances of the City.

(c) "Airport Manager" means the manager of the Airport certified by MAC, appointed by the Airport Board and approved by the City.

(d) "City Council" means the legislative body of the City.

(e) "FAA" means the Federal Aviation Administration of the United States Department of Transportation.

(f) "FBO" means a fixed base operation where the operator offers certain aircraft and aircraft related services at an airport.

(g) "MAC" means the Michigan Aeronautics Commission of the Michigan Department of Transportation.

Section 2. Provision of FBO. Subject to the terms and conditions of this Agreement, the City authorizes Williams to provide and Williams agrees to operate an FBO at the Airport. So long as this Agreement is in effect, no other FBOs shall be located at the Airport without the prior written approval of Williams.

Section 3. FBO Services. The FBO services to be provided by Williams shall include, but not be limited to, aircraft airframe or power plant repair and maintenance, fueling, and flight instruction. Williams understands and agrees that, except as otherwise provided in this Section 3, all services it provides shall be aeronautical in nature. All non-aeronautical business shall be incidental or temporary and shall be communicated to, and approved in writing in advance by, the Airport Manager. Williams is entitled to establish the fees and charges for such aeronautical services and shall retain all such fees collected.

Section 4. Utilization of Airport Facilities. In connection with its provision of an FBO at the Airport and subject to the terms and conditions of this Agreement, Williams shall be entitled to the use of Building No. 1 and Building No. 2 at the Airport as identified on the attached Exhibit A as well as all fueling equipment located at the Airport without the payment of rent or other charge to the City (the "FBO Facilities"). Williams shall not assign its right to use either Building No. 1 or Building No. 2 to any other party or person without the prior written approval of the City. Except as provided in this FBO Agreement, except as otherwise provided in this Agreement, Williams shall not permit the use of any portion of Building No. 1 by any other party or person. Williams may only approve the use of Building No. 2 by another party or person upon the prior written approval of the City and upon such person entering into a lease of such space with the City which entitles the City to receive the revenue from any such lease. Williams shall be responsible for the timely payment of all utility charges related to the FBO Facilities, including, without limitation gas, electricity, light, heat, power, water, sewage and telephone. Williams, at its cost, shall perform routine maintenance and repair on the FBO Facilities in accordance with Section 6 hereof so that the FBO Facilities are kept clean and in good condition and repair less normal wear and tear. Further, Williams shall be responsible for the timely payment of all *ad valorem* real property taxes and assessments, if any, which may be levied on the FBO Facilities and, in addition, the payment of all taxes and assessments levied against Williams' personal property located at the Airport.

Williams shall also be entitled to utilize in connection with the provision of FBO services without the payment of rent or other charge to the City on a nonexclusive basis all other Airport facilities and property other than Building No. 3 identified on the attached Exhibit A and the privately leased hanger spaces.

Section 5. Use of Building No. 1. As a condition to Williams having use of Building No. 1, Williams agrees to provide pilot and passenger access to the lounge area, restroom and telephone in such building and pilot access to a computer with weather depiction or an internet connection during times mutually agreed to by Williams and the Airport Manager.

In addition, the office in Building No. 1 shall be available for use by the Airport Manager and the lounge area of Building No. 1 shall be available to the Airport Board to hold its meetings.

Section 6. Maintenance Responsibilities. Williams shall keep the Airport and all buildings, facilities and equipment under its control in a neat, safe and sanitary condition and in good order and repair including Building No. 1 and Building No. 2, but excluding Building No. 3. Williams shall (a) at all normally scheduled open hours as determined by the Airport Manager in consultation with the Airport Board, reasonably keep and maintain the runways, taxiways, tie-down areas, and the areas in front of any hangers, now existing or hereinafter constructed, free and clear of any accumulations of dirt, debris, ice, snow or other matter tending to interfere with their safe and proper use, except as otherwise provided in this Agreement, (b) reasonably keep and maintain the Airport free and clear of any growth of weeds and brush, rubbish, garbage and other matter or objects of similar character (including airplane parts and non-operational airplanes and vehicles) which have a tendency to cause the Airport, or any portion thereof, to be unsightly, unusable or unsanitary, and (c) keep all public areas of the Airport in proper condition for the accommodation of pilots, passengers, visitors and others rightfully on the premises, *provided, however,* Williams shall not be responsible for providing mowing services (the City will arrange with others the provision of such services), *further, provided,* Williams may elect to discontinue providing snow removal services upon at least 30 days prior written notice to the Airport Manager and the City may elect to have Williams discontinue providing snow removal services upon at least 30 days prior written notice to Williams. Williams shall, however, have no responsibility for capital improvements or other than ordinary routine maintenance and repair. Williams maintenance and repair obligations shall be excused in the event of acts of God or other events beyond the control of Williams. In such event, Williams shall notify the City and the City may, but shall not be obligated, perform or caused to be performed such maintenance or repair.

Section 7. Nonroutine Maintenance. Any maintenance item not included in the annual budget referenced in Section 8 hereof and which will exceed a cost of \$200 shall be approved in advance by the Airport Manager. Any maintenance item which will exceed a cost of \$1,500 shall require the prior approval of the Airport Manager and Airport Board. In addition, should Williams request to be compensated in addition to the FBO Service Fee he receives for work in connection with such maintenance items, Williams shall provide a not-to-exceed estimate which the Airport Manager and Airport Board shall approve in writing before Williams incurs such costs. If any of the work related to such maintenance items is to be subcontracted, Williams shall coordinate with the Airport Manager for the solicitation of competitive bids and the Airport Board shall approve the award of bid by Williams.

Section 8. Consideration for Performing Services. During the first calendar year of the term of this FBO Agreement the City agrees to pay Williams \$1,000 each month (the "FBO Service Fee") as payment for all services to be performed and obligations assumed by Williams pursuant to this Agreement including, but not limited to, those set forth in Sections 4 and 6 hereof. Williams shall invoice the City monthly for the FBO Service Fee no later than 10 days after the end of each calendar month during the term hereof and the City shall pay Williams such FBO Service Fee within 30 days of its receipt of the invoice. If Williams shall, pursuant to Section 6 hereof, no longer be responsible for snow removal, the FBO Service Fee shall be reduced by the cost to the City of snow removal to be performed by others. At the end of each calendar year during the term of this FBO Agreement the Airport Board with the Airport Manager will evaluate the performance of Williams and determine, at its sole discretion, whether

there shall be an adjustment upward or downward in the FBO Service Fee for the next succeeding calendar year.

In addition, Williams shall be reimbursed the cost of materials and supplies it acquires in connection with its performance of services pursuant to Sections 4 and 6 hereof, based on an annual budget prepared by Williams at the beginning of each calendar year during the term of this FBO Agreement and approved by the Airport Manager. In order to be reimbursed, Williams shall submit to the City receipts or other documentation of payment reasonably acceptable to the City.

Section 9. FBO Fueling Services. Williams shall have the exclusive right to sell fuel, oil and other lubricating products at the Airport. Williams shall be entitled to use the existing fuel tanks, lines, pumps and other fuel dispensing equipment (the "Existing Equipment"). Williams shall at its cost be responsible for operating the existing equipment and maintaining it in good operating condition. The City shall have no obligation to replace or upgrade the Existing Equipment. At its option, Williams may either sell such products directly or contract in writing with another entity (the "Contractor") approved by the City, which approval shall not be unreasonably withheld, to provide such services. Williams shall provide the City with a copy of the contract and evidence of the required insurance coverage with the Contractor which shall specify that it is subject to the terms and conditions of this Agreement, including obtaining appropriate public liability insurance with the City named as an additional or co-insured. The hours that these products are available for purchase shall be prominently posted at the Airport. Williams shall obtain or cause the Contractor to obtain all necessary licenses, permits and other approvals required by local, Michigan or federal law to sell these products; shall comply with all applicable safety requirements related to the storage and dispensing of such products; and shall pay or, in the case of a Contractor, cause to be paid all applicable sales, use and other taxes.

Section 10. Other FBO Services. Williams shall have the right to provide or cause to be provided other services at the Airport which are of a type normally associated with a FBO at airports of similar size as the Airport, provided all necessary licenses, permits and approvals that are required by local, Michigan or federal law have been obtained. Williams may contract in writing for the provision of such services provided the contractor is approved by the City, which approval shall not unreasonably be withheld, and agrees to comply with the terms and conditions of this Agreement, including obtaining appropriate public liability insurance with the City named as an additional co-insured. Williams shall provide the City with a copy of all such contracts and evidence of the required insurance coverage. Williams shall pay or cause to be paid all applicable sales, use and other taxes related to the provision of such services.

Section 11. Alterations, Modifications and Improvements. Williams may, with the prior written approval of the City, which approval shall not unreasonably be withheld, alter, modify or improve the FBO Facilities, provided, any such alterations, modifications and improvements shall become a part of the FBO Facilities and shall become City property upon termination of this Agreement.

Section 12. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations for the use and operation of the Airport. Williams agrees to cooperate with

the Airport Board in recommending rules and regulations and amendments and modifications thereto to the City Council. Williams agrees to comply with, and abide by, such rules and regulations.

Section 13. Independent Contractor. Williams is an independent contractor under this Agreement. Williams shall be responsible for all of its acts and omissions and for all the acts and omissions of its employees, agents and representatives. Williams, its employees, agents and representatives are not, and shall not be, construed to be employees, agents or representatives of the City for any purpose.

Section 14. Insurance. Williams agrees to obtain and continually maintain during the term of this Agreement at its cost the following insurance coverage:

(a) General public liability insurance including aircraft liability and hanger keepers liability coverage specifically covering Williams' duties and responsibilities under this Agreement with such limits and other provisions as (i) found in similar insurance policies covering the operation of FBOs at airports of similar size as the Airport and (ii) is acceptable to the City with the City named as an additional or co-insured.

(b) Insurance covering Williams' personal property located at the Airport with such limits and other provisions as Williams in its sole discretion shall determine.

(c) Workers' compensation insurance or a program of self-insurance in compliance with Michigan law.

Upon request of the City, Williams shall deliver copies of all required insurance policies or other evidence of insurance. All policies required by (a) above shall provide that such insurance shall not be terminated, cancelled or altered without 30 days advance notice to the City. All required insurance policies shall be placed with responsible insurance companies authorized to do business in Michigan.

Section 15. Indemnification. Neither the City nor the City Council, the Airport Board, the Airport Manager or any of its other officers, employees or agents shall be liable for any injury or damage to persons or property of Williams or its employees, agents, representatives, visitors, invitees, contractors and licensees in, upon or about the Airport. Williams agrees to indemnify, hold harmless and agrees to defend the City, the City Council, the Airport Board, the Airport Manager and any of its other officers, employees or agents against any and all liability, damages, expenses, fees, penalties, causes of action, suits, costs, attorneys fees, claims or judgments arising from (a) injury to persons or property occasioned by any acts or omissions of Williams or its employees, agents and representatives and (b) any environmental contamination caused by acts or omissions of Williams or its employees, agents, contractors or representatives occurring in, at or about the Airport.

Section 16. Term and Extension. This Agreement shall have a term of 5 years commencing on the date shown in the first paragraph of this Agreement. The City will consider the extension of the term of this Agreement for an additional 5-year term upon receiving the

written request of Williams not more than 360 days or less than 180 days prior to the end of the initial term. Upon receiving such notice the City agrees to meet with Williams promptly to discuss the extension of the term of this Agreement.

Section 17. Damage and Destruction. If the Airport, including specifically the FBO Facilities, is damaged or destroyed by fire or other casualty to such extent that, in the City's reasonable opinion, the Airport cannot reasonably and safely be used as a public airport, this Agreement shall terminate and neither Williams nor the City shall have any further obligations under this Agreement except those incurred prior to termination or as otherwise provided herein. The City shall be entitled to all insurance proceeds of damaged and destroyed Airport facilities including the FBO Facilities. If it shall be determined by the City after such damage and destruction that the Airport may reasonably and safely be continued to be used as a public airport, the terms and provisions of this Agreement shall continue.

Section 18. Eminent Domain. If all or any part of the Airport shall be taken by a governmental authority under exercise of the power of eminent domain or by any person, firm or corporation acting under governmental authority and if, by such taking, the Authority may no longer reasonably and safely be used as a public airport as determined solely by the City, this Agreement shall terminate and neither Williams or the City shall have any further obligations under this Agreement except those incurred prior to termination or as otherwise provided herein. The City shall be entitled to all proceeds awarded as compensation for the taking or diminution in value of the Airport. Williams shall be entitled to bring an action against the governmental authority, if it is other than the City, with respect to the value, if any, of its interest under this Agreement. If, in the City's opinion, the Airport may reasonably and safely continue to be used as a public airport after they exercise the power of eminent domain, this Agreement shall continue in effect subject to modification of any provisions required by the exercise of the power of eminent domain.

Section 19. Early Termination. This Agreement shall terminate immediately if the principal of Williams, Daniel J. Williams, shall (a) become physically or mentally incapacitated to perform the duties and obligations under this Agreement or (b) die and neither the City nor Williams shall have any further obligations under this Agreement except those incurred prior to termination.

The City may, at its option, terminate this Agreement if Williams shall (v) admit in writing its inability to pay its debts as they become due, (w) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, (x) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have any such proceeding commenced against it and pursuant to either an order of insolvency or reorganization shall be entered against it or the proceeding shall remain undismissed and unstayed for 90 days, (y) make an assignment for the benefit of creditors or provide for the entry into any agreement for the composition or creditors, or (z) have applied for any appointment of a receiver, trustee or liquidator for it or for the whole of any substantial part of its property and neither the City or Williams shall have any further obligations under this Agreement except those incurred prior to termination.

Further, in the event of any default by Williams or the City in the performance of their respective duties, obligations, conditions or responsibilities under this Agreement and if the defaulting party fails to cure such default within 30 days after receiving notice thereof from the other party specifying the default, this Agreement at the option of the non-defaulting party, may be terminated and neither the City nor Williams shall have any further obligations except those incurred prior to termination. If the default is other than the payment of money and is of such a nature that it cannot be corrected by the defaulting party within 30 days after receipt of notice from the non-defaulting party, such default shall not entitle the non-defaulting party to terminate this Agreement so long as corrective action has begun within such period and is diligently pursued until corrected. In the event of termination of this Agreement because of a default of a party, the non-defaulting party shall be entitled to all remedies provided by law and, in the exercise of such remedies, the non-defaulting party shall be entitled to its reasonable attorneys fees and expenses. No delay or omission to exercise any right accruing upon any default shall impair such right or shall be construed to be a waiver of or acquiescence in, any such default. No waiver by a party of a default by the other party shall be deemed to be a waiver of any other or subsequent default.

Notwithstanding any other provisions in this Section 19 either party to this Agreement may terminate the Agreement at any time upon 6 months prior written notice to the other party and upon such termination neither the City nor Williams shall have any further obligations under this Agreement except those incurred prior to termination.

Section 20. Condition of Property Upon Termination. At the end of the term of this Agreement or any extension thereof or upon early termination pursuant to Section 19 hereof, Williams shall return the FBO Facilities to the City in the same condition as they were at the beginning of the term of this Agreement excluding normal wear and tear. Any improvements or additions made to the FBO Facilities or any other real property at the Airport by Williams during the term of this Agreement shall become the property of the City upon termination of this Agreement at the end of its term or any extension thereof or upon early termination pursuant to Section 19 hereof.

Section 21. Legal Compliance. Williams covenants and agrees in connection with its rights and obligations under this Agreement and its use of the FBO Facilities to comply with all applicable laws, rules and regulations and all orders and directives of applicable agencies and authorities. Specifically, but not by way of limitation, Williams will not act or fail to act so as to jeopardize the City's MAC license.

Section 22. Quiet Enjoyment. The City covenants and agrees that, so long as Williams performs all of its duties and obligations hereunder, it shall have the right to peacefully utilize and enjoy the use of the FBO Facilities subject to the terms and conditions of this Agreement, provided, Williams shall, upon reasonable notice by the City, give the City and its authorized representatives access to the FBO Facilities for the purpose of inspecting the same.

Section 23. Liens. Williams shall not create or permit to be created, and will promptly discharge or cause to be discharged, at its sole cost and expense, any lien, encumbrance, or

charge upon the FBO Facilities or any other property at the Airport caused by Williams or its employees, agents, representatives or contractors.

Section 24. Assignment. Williams covenants and agrees not to assign this Agreement or any of its duties and obligations hereunder without the prior written consent of the City.

Section 25. Removal of Personal Property. Upon termination of this Agreement, Williams, at its expense, shall remove all of its personal property. Personal property not removed shall, at the election of the City, be deemed abandoned if it remains in or upon the Airport for a period of 30 days after termination and title to the same shall thereupon pass to the City. Williams shall indemnify, hold harmless and defend the City against any loss or liability resulting from delay by Williams in removing its personal property.

Section 26. Remedies Cumulative. All rights and remedies of the City and Williams enumerated herein shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises.

Section 27. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement. It supersedes and replaces any and all other oral or written agreements between the parties related to the matters covered by this Agreement. This Agreement may only be amended by a written document executed by both parties hereto.

Section 28. Severability. If any provision of this Agreement is determined to be illegal or void, it shall not invalidate or void the remainder of this Agreement which shall continue to be effective without such provision.

Section 29. Governing Law. This Agreement shall be interpreted, construed, enforced and performed pursuant to the laws of Michigan.

Section 30. Authorization. The parties hereto covenant and represent that they have obtained all necessary authorizations and approvals required to execute this Agreement and the persons executing this Agreement on behalf of each of the parties hereto are authorized to do so.

Section 31. Survival of Certain Provisions. The provisions of Sections 15 and 25 of this Agreement shall survive the term or termination of this Agreement and shall be enforceable in accordance with the provisions of applicable law.

Section 32. Notices. All notices that are required or authorized to be given under the terms of this Agreement shall be given in writing by personal delivery or by first class mail at the addresses set forth in the first paragraph of this Agreement or such other addresses as the parties shall specify by notice given in accordance with this Section 32. The effective date of such notice shall be the date of delivery, if personally delivered or the first business day following the date of deposit of such notice in the United States mail.

IN WITNESS WHEREOF, the City and Williams by their authorized representatives have executed this Agreement as of the date first written above.

CITY OF LOWELL

By: _____
James W. Hodges
Mayor

Attest: _____
Susan Ullery
Deputy City Clerk

WILLIAMS AIR POWER, INC.

By: _____
Daniel J. Williams
President

EXHIBIT A

(Drawing identifying Buildings No. 1, 2 and 3)

FIXED BASE OPERATION AGREEMENT

THIS FIXED BASE OPERATION AGREEMENT (the "FBO Agreement") dated as of ~~September~~January 1, ~~2008~~2015, by and between the **CITY OF LOWELL**, a Michigan municipal corporation, whose address is 301 East Main Street, Lowell, Michigan 49331 (the "City") and **WILLIAMS AIR POWER, INC.**, a Michigan corporation, whose address is 985 Flat River Drive, Lowell, Michigan 49331 ("Williams").

RECITALS

A. The City owns a public airport, as hereinafter defined (the "Airport"), and desires that Williams establish a fixed base operation, as hereinafter defined (the "FBO"), at the Airport pursuant to the terms and conditions of this Agreement.

B. Williams is willing to establish an FBO at the Airport subject to the terms and conditions of this Agreement.

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

Section 1. Definitions. The following terms, whenever used in this Agreement, shall have the following meanings:

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(b) "Airport Board" means the board created pursuant to Section 3-26 of Article II of Chapter 3 of the Code of Ordinances of the City.

(c) "Airport Manager" means the manager of the Airport certified by MAC, appointed by the Airport Board and approved by the City.

(d) "City Council" means the legislative body of the City.

(e) "FAA" means the Federal Aviation Administration of the United States Department of Transportation.

(f) "FBO" means a fixed base operation where the operator offers certain aircraft and aircraft related services at an airport.

(g) "MAC" means the Michigan Aeronautics Commission of the Michigan Department of Transportation.

Section 2. Provision of FBO. Subject to the terms and conditions of this Agreement, the City authorizes Williams to provide and Williams agrees to operate an FBO at the Airport. So long as this Agreement is in effect, no other FBOs shall be located at the Airport without the prior written approval of Williams.

Section 3. FBO Services. The FBO services to be provided by Williams shall include, but not be limited to, aircraft airframe or power plant repair and maintenance, fueling, and flight instruction. Williams understands and agrees that, except as otherwise provided in this Section 3, all services it provides shall be aeronautical in nature. All non-aeronautical business shall be incidental or temporary and shall be communicated to, and approved in writing in advance by, the Airport Manager. Williams is entitled to establish the fees and charges for such aeronautical services and shall retain all such fees collected.

Section 4. Utilization of Airport Facilities. In connection with its provision of an FBO at the Airport and subject to the terms and conditions of this Agreement, Williams shall be entitled to the ~~exclusive control~~use of Building No. 1 and Building No. 2 ~~(and Building No. 3 as provided in Section 7 hereof)~~ at the Airport ~~all~~ as identified on the attached Exhibit A as well as all fueling equipment located at the Airport without the payment of rent or other charge to the City (the "FBO Facilities"). Williams shall not assign its right to use either Building No. 1 or Building No. 2 to any other party or person without the prior written approval of the City. Except as provided in this FBO Agreement, except as otherwise provided in this Agreement, Williams shall not permit the use of any portion of Building No. 1 by any other party or person. Williams may only approve the use of Building No. 2 by another party or person upon the prior written approval of the City and upon such person entering into a lease of such space with the City which entitles the City to receive the revenue from any such lease. Williams shall be responsible for the timely payment of all utility charges related to ~~such building and equipment~~the FBO Facilities, including, without limitation gas, electricity, light, heat, power, water, sewage and telephone. Williams, at its cost, shall perform routine maintenance and repair on ~~such buildings and facilities~~the FBO Facilities in accordance with Section 6 hereof so that ~~such buildings and facilities~~the FBO Facilities are kept clean and in good condition and repair less normal wear and tear. Further, Williams shall be responsible for the timely payment of all *ad valorem* real property taxes and assessments, if any, which may be levied on ~~such buildings and facilities~~the FBO Facilities and, in addition, the payment of all taxes and assessments levied against Williams' personal property located at the Airport.

Williams shall also be entitled to utilize in connection with the provision of FBO services without the payment of rent or other charge to the City on a nonexclusive basis all other Airport facilities and property other than Building No. 3 identified on the attached Exhibit A and the privately leased hanger spaces.

Section 5. Use of Building No. 1. As a condition to Williams having ~~exclusive control~~use of Building No. 1, Williams agrees to provide pilot and passenger access to the lounge area, restroom and telephone in such building and pilot access to a computer with weather depiction or an internet connection during times mutually agreed to by Williams and the Airport Manager.

In addition, the office in Building No. 1 shall be available for use by the Airport Manager and the lounge area of Building No. 1 shall be available to the Airport Board to hold its meetings.

Section 6. Maintenance Responsibilities. Williams shall keep the Airport and all buildings, facilities and equipment under its control in a neat, safe and sanitary condition and in good order and repair ~~with equipment and supplies to be provided by it and without cost to the City. At including Building No. 1 and Building No. 2, but excluding Building No. 3.~~ Williams shall (a) at all normally scheduled open hours as determined by the Airport Manager in consultation with the Airport Board, Williams shall reasonably keep and maintain the runways, taxiways, tie-down areas, and the areas in front of any hangers, now existing or hereinafter constructed, free and clear of any accumulations of dirt, debris, ice, snow or other matter tending to interfere with their safe and proper use, and shall keep all public areas of the Airport in proper condition for the accommodation of pilots, passengers, visitors and others rightfully on the premises. Williams shall not be obligated to plow snow in those areas of the Airport where aircraft not regularly in use during the winter months are stored or tied down unless the owners of such aircraft specifically request the area be plowed. Williams shall also except as otherwise provided in this Agreement, (b) reasonably keep and maintain the Airport free and clear of any growth of weeds and brush, rubbish, garbage or and other matter or objects of similar character (including airplane parts and non-operational airplanes and vehicles) or tending to render which have a tendency to cause the Airport, or any portion thereof, to be unsightly or unsanitary, unusable or unsanitary, and (c) keep all public areas of the Airport in proper condition for the accommodation of pilots, passengers, visitors and others rightfully on the premises, provided, however, Williams shall not be responsible for providing mowing services (the City will arrange with others the provision of such services), further, provided, Williams may elect to discontinue providing snow removal services upon at least 30 days prior written notice to the Airport Manager and the City may elect to have Williams discontinue providing snow removal services upon at least 30 days prior written notice to Williams. Williams shall, however, have no responsibility for capital improvements or other than ordinary routine maintenance and repair. Williams maintenance and repair obligations shall be excused in the event of acts of God or other events beyond the control of Williams. In such event, Williams shall notify the City and the City may, but shall not be obligated, perform or caused to be performed such maintenance or repair.

Section 7. Additional Consideration. ~~In consideration for Williams obligations under this Agreement and in addition to the City permitting Williams to operate a FBO at the Airport and in connection therewith use Building No. 1 and Building No. 2, the City agrees to pay Williams the amount of rent it collects from time to time from Building No. 3 as it receives such rental payments. Currently, the City leases Building No. 3 to the School of Missionary Aviation Technology ("SMAT") at a rental of \$500 per month. If the City shall no longer lease Building No. 3 to SMAT or another party and therefore collects no rent, in lieu of such payments, the City agrees that Williams shall have exclusive control of Building No. 3 and the same provisions in this Agreement that apply to Building No. 1 and Building No. 2 shall apply to Building No. 3.~~ Nonroutine Maintenance. Any maintenance item not included in the annual budget referenced in Section 8 hereof and which will exceed a cost of \$200 shall be approved in advance by the Airport Manager. Any maintenance item which will exceed a cost of \$1,500 shall require the prior approval of the

Airport Manager and Airport Board. In addition, should Williams request to be compensated in addition to the FBO Service Fee he receives for work in connection with such maintenance items, Williams shall provide a not-to-exceed estimate which the Airport Manager and Airport Board shall approve in writing before Williams incurs such costs. If any of the work related to such maintenance items is to be subcontracted, Williams shall coordinate with the Airport Manager for the solicitation of competitive bids and the Airport Board shall approve the award of bid by Williams.

Section 8. Consideration for Performing Services. During the first calendar year of the term of this FBO Agreement the City agrees to pay Williams \$1,000 each month (the "FBO Service Fee") as payment for all services to be performed and obligations assumed by Williams pursuant to this Agreement including, but not limited to, those set forth in Sections 4 and 6 hereof. Williams shall invoice the City monthly for the FBO Service Fee no later than 10 days after the end of each calendar month during the term hereof and the City shall pay Williams such FBO Service Fee within 30 days of its receipt of the invoice. If Williams shall, pursuant to Section 6 hereof, no longer be responsible for snow removal, the FBO Service Fee shall be reduced by the cost to the City of snow removal to be performed by others. At the end of each calendar year during the term of this FBO Agreement the Airport Board with the Airport Manager will evaluate the performance of Williams and determine, at its sole discretion, whether there shall be an adjustment upward or downward in the FBO Service Fee for the next succeeding calendar year.

In addition, Williams shall be reimbursed the cost of materials and supplies it acquires in connection with its performance of services pursuant to Sections 4 and 6 hereof, based on an annual budget prepared by Williams at the beginning of each calendar year during the term of this FBO Agreement and approved by the Airport Manager. In order to be reimbursed, Williams shall submit to the City receipts or other documentation of payment reasonably acceptable to the City.

Section 9. FBO Fueling Services. Williams shall have the exclusive right to sell fuel, oil and other lubricating products at the Airport. Williams shall be entitled to use the existing fuel tanks, lines, pumps and other fuel dispensing equipment (the "Existing Equipment"). Williams shall at its cost be responsible for operating the existing equipment and maintaining it in good operating condition. The City shall have no obligation to replace or upgrade the Existing Equipment. At its option, Williams may either sell such products directly or contract in writing with another entity (the "Contractor") approved by the City, which approval shall not be unreasonably withheld, to provide such services. Williams shall provide the City with a copy of the contract and evidence of the required insurance coverage with the Contractor which shall specify that it is subject to the terms and conditions of this Agreement, including obtaining appropriate public liability insurance with the City named as an additional or co-insured. The hours that these products are available for purchase shall be prominently posted at the Airport. Williams shall obtain or cause the Contractor to obtain all necessary licenses, permits and other approvals required by local, Michigan or federal law to sell these products; shall comply with all applicable safety requirements related to the storage and dispensing of such products; and shall pay or, in the case of a Contractor, cause to be paid all applicable sales, use and other taxes.

Section 9.10. Other FBO Services. Williams shall have the right to provide or cause to be provided other services at the Airport which are of a type normally associated with a FBO at airports of similar size as the Airport, provided all necessary licenses, permits and approvals that are required by local, Michigan or federal law have been obtained. Williams may contract in writing for the provision of such services provided the contractor is approved by the City, which approval shall not unreasonably be withheld, and agrees to comply with the terms and conditions of this Agreement, including obtaining appropriate public liability insurance with the City named as an additional co-insured. Williams shall provide the City with a copy of all such contracts and evidence of the required insurance coverage. Williams shall pay or cause to be paid all applicable sales, use and other taxes related to the provision of such services.

Section 10.11. Alterations, Modifications and Improvements. Williams may, with the prior written approval of the City, which approval shall not unreasonably be withheld, alter, modify or improve the FBO Facilities, provided, any such alterations, modifications and improvements shall become a part of the FBO Facilities and shall become City property upon termination of this Agreement.

Section 11.12. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations for the use and operation of the Airport. Williams agrees to cooperate with the Airport Board in recommending rules and regulations and amendments and modifications thereto to the City Council. Williams agrees to comply with, and abide by, such rules and regulations.

Section 12.13. Independent Contractor. Williams is an independent contractor under this Agreement. Williams shall be responsible for all of its acts and omissions and for all the acts and omissions of its employees, agents and representatives. Williams, its employees, agents and representatives are not, and shall not be, construed to be employees, agents or representatives of the City for any purpose.

Section 13.14. Insurance. Williams agrees to obtain and continually maintain during the term of this Agreement at its cost the following insurance coverage:

(a) General public liability insurance including aircraft liability and hanger keepers liability coverage specifically covering Williams' duties and responsibilities under this Agreement with such limits and other provisions as (i) found in similar insurance policies covering the operation of FBOs at airports of similar size as the Airport and (ii) is acceptable to the City with the City named as an additional or co-insured.

(b) Insurance covering Williams' personal property located at the Airport with such limits and other provisions as Williams in its sole discretion shall determine.

(c) Workers' compensation insurance or a program of self-insurance in compliance with Michigan law.

Upon request of the City, Williams shall deliver copies of all required insurance policies or other evidence of insurance. All policies required by (a) above shall provide that such insurance shall

not be terminated, cancelled or altered without 30 days advance notice to the City. All required insurance policies shall be placed with responsible insurance companies authorized to do business in Michigan.

Section 14.15. Indemnification. Neither the City nor the City Council, the Airport Board, the Airport Manager or any of its other officers, employees or agents shall be liable for any injury or damage to persons or property of Williams or its employees, agents, representatives, visitors, invitees, contractors and licensees in, upon or about the Airport. Williams agrees to indemnify, hold harmless and agrees to defend the City, the City Council, the Airport Board, the Airport Manager and any of its other officers, employees or agents against any and all liability, damages, expenses, fees, penalties, causes of action, suits, costs, attorneys fees, claims or judgments arising from (a) injury to persons or property occasioned by any acts or omissions of Williams or its employees, agents and representatives and (b) any environmental contamination caused by acts or omissions of Williams or its employees, agents, contractors or representatives occurring in, at or about the Airport.

Section 15.16. Term and Extension. This Agreement shall have a term of 5 years commencing on the date shown in the first paragraph of this Agreement. The City will consider the extension of the term of this Agreement for an additional 5-year term upon receiving the written request of Williams not more than 360 days or less than 180 days prior to the end of the initial term. Upon receiving such notice the City agrees to meet with Williams promptly to discuss the extension of the term of this Agreement.

Section 16.17. Damage and Destruction. If the Airport, including specifically the FBO Facilities, is damaged or destroyed by fire or other casualty to such extent that, in the City's reasonable opinion, the Airport cannot reasonably and safely be used as a public airport, this Agreement shall terminate and neither Williams nor the City shall have any further obligations under this Agreement except those incurred prior to termination or as otherwise provided herein. The City shall be entitled to all insurance proceeds of damaged and destroyed Airport facilities including the FBO Facilities. If it shall be determined by the City after such damage and destruction that the Airport may reasonably and safely be continued to be used as a public airport, the terms and provisions of this Agreement shall continue.

Section 17.18. Eminent Domain. If all or any part of the Airport shall be taken by a governmental authority under exercise of the power of eminent domain or by any person, firm or corporation acting under governmental authority and if, by such taking, the Authority may no longer reasonably and safely be used as a public airport as determined solely by the City, this Agreement shall terminate and neither Williams or the City shall have any further obligations under this Agreement except those incurred prior to termination or as otherwise provided herein. The City shall be entitled to all proceeds awarded as compensation for the taking or diminution in value of the Airport. Williams shall be entitled to bring an action against the governmental authority, if it is other than the City, with respect to the value, if any, of its interest under this Agreement. If, in the City's opinion, the Airport may reasonably and safely continue to be used as a public airport after they exercise the power of eminent domain, this Agreement shall continue in effect subject to modification of any provisions required by the exercise of the power of eminent domain.

Section 18.19. Early Termination. This Agreement shall terminate immediately if the principal of Williams, Daniel J. Williams, shall (a) become physically or mentally incapacitated to perform the duties and obligations under this Agreement or (b) die and neither the City nor Williams shall have any further obligations under this Agreement except those incurred prior to termination.

The City may, at its option, terminate this Agreement if Williams shall (v) admit in writing its inability to pay its debts as they become due, (w) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, (x) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have any such proceeding commenced against it and pursuant to either an order of insolvency or reorganization shall be entered against it or the proceeding shall remain undismissed and unstayed for 90 days, (y) make an assignment for the benefit of creditors or provide for the entry into any agreement for the composition or creditors, or (z) have applied for any appointment of a receiver, trustee or liquidator for it or for the whole of any substantial part of its property and neither the City or Williams shall have any further obligations under this Agreement except those incurred prior to termination.

Further, in the event of any default by Williams or the City in the performance of their respective duties, obligations, conditions or responsibilities under this Agreement and if the defaulting party fails to cure such default within 30 days after receiving notice thereof from the other party specifying the default, this Agreement at the option of the non-defaulting party, may be terminated and neither the City nor Williams shall have any further obligations except those incurred prior to termination. If the default is other than the payment of money and is of such a nature that it cannot be corrected by the defaulting party within 30 days after receipt of notice from the non-defaulting party, such default shall not entitle the non-defaulting party to terminate this Agreement so long as corrective action has begun within such period and is diligently pursued until corrected. In the event of termination of this Agreement because of a default of a party, the non-defaulting party shall be entitled to all remedies provided by law and, in the exercise of such remedies, the non-defaulting party shall be entitled to its reasonable attorneys fees and expenses. No delay or omission to exercise any right accruing upon any default shall impair such right or shall be construed to be a waiver of or acquiescence in, any such default. No waiver by a party of a default by the other party shall be deemed to be a waiver of any other or subsequent default.

Notwithstanding any other provisions in this Section **18.19** either party to this Agreement may terminate the Agreement at any time upon 6 months prior written notice to the other party and upon such termination neither the City nor Williams shall have any further obligations under this Agreement except those incurred prior to termination.

Section 19.20. Condition of Property Upon Termination. At the end of the term of this Agreement or any extension thereof or upon early termination pursuant to Section **18.19** hereof, Williams shall return the FBO Facilities to the City in the same condition as they were at the beginning of the term of this Agreement excluding normal wear and tear. Any improvements or additions made to the FBO Facilities or any other real property at the Airport by Williams

during the term of this Agreement shall become the property of the City upon termination of this Agreement at the end of its term or any extension thereof or upon early termination pursuant to Section ~~18~~19 hereof.

Section ~~20~~21. Legal Compliance. Williams covenants and agrees in connection with its rights and obligations under this Agreement and its use of the FBO Facilities to comply with all applicable laws, rules and regulations and all orders and directives of applicable agencies and authorities. Specifically, but not by way of limitation, Williams will not act or fail to act so as to jeopardize the City's MAC license.

Section ~~21~~22. Quiet Enjoyment. The City covenants and agrees that, so long as Williams performs all of its duties and obligations hereunder, it shall have the right to peacefully utilize and enjoy the use of the FBO Facilities subject to the terms and conditions of this Agreement, provided, Williams shall, upon reasonable notice by the City, give the City and its authorized representatives access to the FBO Facilities for the purpose of inspecting the same.

Section ~~22~~23. Liens. Williams shall not create or permit to be created, and will promptly discharge or cause to be discharged, at its sole cost and expense, any lien, encumbrance, or charge upon the FBO Facilities or any other property at the Airport caused by Williams or its employees, agents, representatives or contractors.

Section ~~23~~24. Assignment. Williams covenants and agrees not to assign this Agreement or any of its duties and obligations hereunder without the prior written consent of the City.

Section ~~24~~25. Removal of Personal Property. Upon termination of this Agreement, Williams, at its expense, shall remove all of its personal property. Personal property not removed shall, at the election of the City, be deemed abandoned if it remains in or upon the Airport for a period of 30 days after termination and title to the same shall thereupon pass to the City. Williams shall indemnify, hold harmless and defend the City against any loss or liability resulting from delay by Williams in removing its personal property.

Section ~~25~~26. Remedies Cumulative. All rights and remedies of the City and Williams enumerated herein shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises.

Section ~~26~~27. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement. It supersedes and replaces any and all other oral or written agreements between the parties related to the matters covered by this Agreement. This Agreement may only be amended by a written document executed by both parties hereto.

Section ~~27~~28. Severability. If any provision of this Agreement is determined to be illegal or void, it shall not invalidate or void the remainder of this Agreement which shall continue to be effective without such provision.

Section 28,29. Governing Law. This Agreement shall be interpreted, construed, enforced and performed pursuant to the laws of Michigan.

Section 29,30. Authorization. The parties hereto covenant and represent that they have obtained all necessary authorizations and approvals required to execute this Agreement and the persons executing this Agreement on behalf of each of the parties hereto are authorized to do so.

Section 30,31. Survival of Certain Provisions. The provisions of Sections ~~1415~~ and ~~2425~~ of this Agreement shall survive the term or termination of this Agreement and shall be enforceable in accordance with the provisions of applicable law.

Section 31,32. Notices. All notices that are required or authorized to be given under the terms of this Agreement shall be given in writing by personal delivery or by first class mail at the addresses set forth in the first paragraph of this Agreement or such other addresses as the parties shall specify by notice given in accordance with this Section ~~31,32~~. The effective date of such notice shall be the date of delivery, if personally delivered or the first business day following the date of deposit of such notice in the United States mail.

IN WITNESS WHEREOF, the City and Williams by their authorized representatives have executed this Agreement as of the date first written above.

CITY OF LOWELL

By: _____
James W. Hodges
Mayor ~~Pro Tem~~

Attest: _____
~~Betty R. Morlock~~ Susan Ullery
Deputy City Clerk

WILLIAMS AIR POWER, INC.

By: _____
Daniel J. Williams
President

EXHIBIT A

(Drawing identifying Buildings No. 1, 2 and 3)

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 05 - 15

**RESOLUTION APPROVING THE REALLOCATION OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING**

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

WHEREAS, the City Council of the City of Lowell adopted Resolution 04-14 approving
Community Development Block Grant Funding for Public Pathway Improvements; and

WHEREAS, the City Council wishes to reallocate funding to a Donna Street
Improvement project.

NOW THEREFORE BE IT RESOLVED:

1. That the City of Lowell wishes to reallocate \$27,186 of Community Development
Block Grant funds from Public Pathway Improvements to the Donna Street Improvement project

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: March 2, 2015

Sue Ullery, Deputy City Clerk

CERTIFICATION

I, the undersigned duly qualified and acting Deputy Clerk of the City of Lowell, Kent County, Michigan, do 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 March 2, 2015, the original of which is on file in my office and the 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: March 2, 2015

Sue Ullery, Deputy City Clerk



Linda S. Likely

KENT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ONLINE APPLICATION

You may submit this pre-application by mail to: KCCD, 82 Ionia Ave. NW, Suite 390, Grand Rapids, MI 49503-3036, by Fax (616) 632-7405, or by clicking the "Submit" button and following instructions.

APPLICATION DUE DATE: February 27, 2015

LOCAL GOVERNMENT UNIT City of Lowell

APPLICANT

Name

City of Lowell

Telephone Number

616-897-8457

Address

301 East Main Street, Lowell, MI 49331

Email Address

mhowe@ci.lowell.mi.us

CONTACT PERSON

Name/Title

Mark Howe, City Manager

Telephone Number (Work)

616-897-8457

Address (Work)

301 East Main Street, Lowell, MI 49331

Email Address

mhowe@ci.lowell.mi.us

Certifying Official Mark Howe

Note: (Not-For-Profit and For-Profit community based organizations must complete the requirements in Question 8 in order to qualify for CDBG funding.)

PROJECT INFORMATION

Project Name

Donna Street Renovations

Application Priority No. *(If more than one application submitted)*

1

Location

Donna Street, City of Lowell

CDBG Amount Req.

\$27,186.00

Census Tract Number(s) of project location, or

12004

Block Group

1

Census Tract Number(s) of service area for fire & rescue equipment

Potential Low Mod Residents

1277

Projected Development Start Date April, 2014

PROJECT DESCRIPTIONS

Please briefly describe the activity for which you are requesting funds in accordance with instructions.

Overlay pavement of Donna Street. There will be no curb and gutter work as there are no drainage issues in this area and curb and gutter is not characteristic of the street in this neighborhood.

PROJECT ELIGIBILITY

Please select an option from **one** project category below.

PUBLIC SERVICES	PUBLIC FACILITIES	ACQUISITION ONLY
N/A	Street Resurfacing	N/A

Is this part of a previously submitted/ongoing development project? If so, please provide the name of the project and the date of initial application (ex. 2009):

This is a reallocation of funds from the Public Pathway Improvements - Ridgeview project.

Have you been part of the service cap in previous years? ☒ Yes ☐ No

PROJECT BENEFIT – (NATIONAL OBJECTIVE)

To be eligible for CDBG funding, a project must qualify within one of the two following categories. Check the box next to the letter under which the project qualifies:

- ☒ **A - Located within low/mod target area**
- ☐ **B* - Presumed benefit clientele**

***IF YOU CHECKED THE BOX NEXT TO CATEGORY "B", THE FOLLOWING INFORMATION MUST BE PROVIDED:**

Is your program primarily designed to serve:

Elderly? ☐ Yes ☐ No Disabled? ☐ Yes ☐ No

Domestic Violence Shelter ☐ Yes ☐ No

Does your program have income eligibility requirements? ☐ Yes ☐ No

Total number of benefitting persons within service area: _____

Percentages of total low/moderate income as per HUD Census Tract of Block Group area data: _____ %

Data Source:

PROJECT OUTCOMES

Describe the specific benefits or improvements achieved by the participants and/or the community. Use measurable and specific outcomes to be used to monitor the project's progress. Discuss how these outcomes will be measurable and assessed:

Desired outcome will be completion of the project.

CITIZEN PARTICIPATION

How has your organization provided for citizen participation in the preparation of your application?

Please provide the information below that applies to you:

☒ Notice of Public Hearing ☒ Minutes of meeting ☒ Resolution adopted by Board

Did you conduct Public Hearings (*formally advertised and public comment*)? ☒ Yes ☐ No

If so, list dates and location of public hearings: March 2, 2015, City Council Chambers.

****Please attach the above documents with application.***

PROPOSED PROJECT BUDGET

ADMINISTRATION (see instructions)	TOTAL PROJECT (including CDBG)	AMOUNT CDBG PORTION Only
Supplies	\$	\$
Professional Services	\$	\$
Other	\$	\$
Construction	\$ 38,000.00	\$ 27,186.00
Engineering & Design	\$ 2,000.00	\$
Land Acquisition	\$	\$
TOTAL PROJECT COST	\$ 40,000.00	\$ 27,186.00

COMMITTED FUNDS

Identify sources and amounts of committed funds for current program year for this project.

Identify whether the source was from Federal, State, Local, or Inkind by selecting the correct option under "Source":

SOURCE

FUNDING AMOUNT

INFORMATION FOR 2015-2016 HUD ANNUAL PLAN ACTION PLAN:

Please provide the number of people (or housing units, businesses, etc.) anticipated to be served if awarded the full amount of your grant request.

TYPE OF ACCOMPLISHMENT

People (General) 5,000

Youth

Elderly

Households

Elderly Households

Disabled

Businesses

Non-Profit Organizations

Public Facilities

Public Improvement Linear Feet

ATTACHMENTS/SUPPLEMENTAL DOCUMENTS:

- ☒ Public Hearing Notice
- ☒ Resolutions
- ☒ Meeting Minutes
- ☒ Map with location of project clearly indicated
- ☐ Documentation of Historic Designation or Eligibility for Designation
(SHPO, 106 Application)

ALL APPLICABLE FIELDS MUST BE COMPLETED ON THIS APPLICATION.

If all information is complete please click the "Print" button or "Submit" Button below at the bottom of the application.

Please mail the requested information to:

Linda Likely, Director
Kent County Community Development Department
82 Ionia Ave. SW
Suite 390
Grand Rapids, MI 49503-3036

PRINT

SUBMIT

FORKCCD STAFF:

Circle:

Project Eligibility Yes No

National Objective Yes No

Date of Determination

Approved by Community Development Manager

February 19, 2015
2130546

Mr. Mark Howe
City of Lowell
301 East Main Street
Lowell, MI 49331

RE: City Flow Monitoring and Lift Station Basis of Design

Dear Mark:

In 2014, Prein&Newhof performed an analysis of the Water Street Lift Station (WSLS) which evaluated the options of either rehabilitating the existing lift station or relocating the lift station adjacent to the wastewater treatment plant. Based on many factors, there were many operational benefits gained by relocating the lift station and the City Council approved moving forward with that option.

In 2010 and 2011, sanitary sewer flow monitoring was performed by a consultant in three locations on the sanitary sewer system in an effort to quantify the amount of sewage flow from customers and sanitary sewer flow attributable to groundwater infiltration, pumped groundwater from footing drains, or storm water inflow. Flows from groundwater or storm water are typically referred to as Infiltration/Inflow (I/I). Unfortunately, the flow monitoring encountered several difficulties and produced some erratic data. The final report from those efforts also indicated significantly higher than expected flows from all sections of the sanitary sewer system. Although the data was not concise, there is enough evidence to conclude that a significant amount of sanitary sewer flow may be attributable to I/I. Because of the importance of having clear and concise data for the sewer system, we believe it would be in the City's best interest to perform a more comprehensive flow monitoring and analysis of the system, which will be used as the basis of design for the proposed new lift station.

The City's current sanitary sewer system can be sectioned into three primary flow districts (west, central, and east) as illustrated in Figure 1. Also illustrated in Figure 1 are seven (7) flow monitoring locations proposed for the new monitoring effort. The number and locations of the monitoring points were chosen to provide data which should adequately define sanitary flows from each of the three primary districts and for sub districts within each of the primary districts. These locations were reviewed with City staff for confirmation of manhole accessibility and flow district division. We propose an initial flow monitoring period of 8 weeks. The start and end dates of the flow monitoring period will be chosen based on our best estimation of when we are likely to capture one or two significant rainfall events but will most likely start near the beginning of April.

In 2013, the City of Lowell successfully applied for a Storm and Wastewater Asset Management Grant (SAW Grant) which included an allowance of \$134,520 for installation, data collection, and data analysis at 12 locations for 12 weeks. Although the grant has not yet been activated by the MDEQ, any SAW eligible costs incurred before the grant activation are eligible for immediate reimbursement once the grant is activated. For the proposed flow monitoring effort, we will utilize the 7 monitor locations illustrated in Figure 1 with a planned monitor period of 8 weeks. We propose a not to exceed fee of \$15,850 for these services, 90% of which is reimbursable under the SAW grant. We also propose to do this on a time and material basis so if we obtain satisfactory flow data in less than the 8 week monitoring period we can pull the monitors and reduce costs.

City staff has expressed a desire to potentially add monitoring points if farther subdividing of the sewer flow districts is found to be beneficial based on the initial monitoring results. We propose to include an allowance of three (3) additional flow monitors for an 8 week period to accommodate this.

The measured flows will then be compared against theoretical calculated flows based on number and type of connected customers as well as water use records. This comparison will provide an understanding of the rate and volume of flow originating from either customer generated sewage flows or I/I. The data analysis will also provide guidance on location, type, and cost of system improvements that might be implemented to reduce the amount of I/I. As part of that review, we will also analyze wet weather versus dry weather flows. Ultimately, the analysis will also help determine the final basis of design for the new sanitary lift station at the Waste Water Treatment .We estimate approximately 60 hours of time and a not to exceed fee of \$6,000 for this effort. Again, 90% of that cost is eligible for reimbursement under the SAW Grant.

Summary Fees:


Flow monitoring and data collection:	Not to exceed fee of \$15,850
Additional Flow monitoring allowance:	Not to exceed fee of \$6,800
Data Analysis and Basis of Design development:	Not to exceed fee of \$6,000

All costs are eligible for 90% reimbursement by SAW Grant.

Thank you for the opportunity to submit our proposal. If you have any questions or require additional information, please give me a call.

Sincerely,

Prein&Newhof



Brian G Vilmont, P.E.

bgv

Enclosure(s): Figure 1 – Sewer District and monitor location map

FIGURE 1

The map displays the Lincoln Lake area, divided into four districts:

- East District:** Outlined in blue, located in the upper left portion of the map.
- Central District:** Outlined in green, located in the center of the map.
- West District:** Outlined in red, located in the lower right portion of the map.
- Unnamed District:** Outlined in yellow, located in the lower left portion of the map.

Key features and labels include:

- Streets:** Numerous streets are labeled, including E FULTON, GRAND RIVER DR, JACKSON ST, LINCOLN LAKE, and others.
- Waste Water Treatment Plant:** Located in the upper right corner, indicated by a black arrow.
- Markers:** Various markers are placed throughout the map, including 'MP1' through 'MP8' and 'Valley Vista PS'.
- Geographic Features:** The Lincoln Lake is visible in the center, and the Grand River is on the right side.

Waste Water Treatment Plant

Memorandum

Date:	February 19, 2015
To:	Mr. Mark Howe – City Manager
Company:	City of Lowell
From:	Brian G. Vilmont, P.E.
Project #:	2130546
Re:	Wastewater Treatment Plant Cost Comparisons

Per your request, we have made contact with several municipalities that utilize the same oxidation ditch process used by the City of Lowell to obtain their annual operating cost information. For simplicity in information, we requested a breakdown of labor, O&M, capital, and debt costs. Not everyone had their data broken down that way but we have compiled the numbers to make meaningful comparisons. Noted below is a summary table of the information we received.

	Village of Clinton	City of Richmond	City of Lowell	City of Milan
Average Daily Flow	0.2 mgd	0.9 mgd	1.5 mgd	2.5 mgd
Base Fee			\$450,000	\$519,450
Labor	\$179,922	\$262,244		
O&M	\$113,329	\$142,425		
CIP Payments	\$22,689		\$12,000	
Debt Payments			\$22,000	
Net Annual Costs (NAC)	\$270,562	\$404,669	\$416,000	\$519,450
NAC per mgd	\$1,352,810	\$449,632	\$277,333	\$207,780

Clinton WWTP costs:
 $\$179,922(\text{Labor}) + \$113,329(\text{O\&M}) - \$22,689(\text{CIP}) = \$270,562$

Lowell WWTP costs:
 $\$450,000 \text{ base fee} + \$12,000 \text{ (required CIP)} - \$22,000 \text{ (debt service)} = \$416,000$

All plants in the table utilize oxidation ditches and processes similar to the City of Lowell. Budgets presented include labor, materials (chemicals, fuels, etc), utilities (water, electric, gas, Tcomm, etc), and daily O&M expenses on equipment. The net annual costs do not include major equipment expenses above normal O&M (Capital Improvement Costs) nor do they include any debt service payments.

Because wastewater plant (WWTP) infrastructure is expensive and a certain amount of infrastructure is required to operate a WWTP regardless of size, small plants tend to have much higher costs per gallon than large plants. The Village of Clinton system is relatively small so its cost per million gallons is high compared to cost per million gallons in the numbers from the City of Milan. Based on this comparison and our experience with waste water plants similar in size to the City of Lowell's, your net annual costs appear to be in-line with what we would expect.

In your deliberation regarding self-staffing versus contracted staffing for the WWTP, we offer the following items for consideration:

- The current state of the industry is such that there are a declining number of certified operators in the state of Michigan. The low number of operators is forcing many communities to partner with each other to share an operator (if they are self-staffed) or to contract out part time services.
- Many communities (especially small to mid-sized) have had significant difficulty keeping operators as larger municipalities with larger customer bases have been increasing salary offers.
- We know of a few self-staffed communities who have lost their operators and are facing potential fines by MDEQ for operating without a certified operator. This is a potential risk for all self-staffed WWTPs.
- If you contract staff:
 - The contracted entity is responsible for proper staffing and is liable (along with you as the permit holder) for permit compliance.
 - The contract entity provides managerial and administrative support.
 - You must determine the scope and terms of the contract. How does material usage (chemicals) get controlled and paid for? What are working hours, utility cost responsibility? etc. This is a negotiation process that takes time to work through.
 - You may perform periodic audits of operating practices and procedures. Often times this can be minimized by setting up specific annual reporting requirements.
- If you self-staff:
 - You must interview and hire the WWTP staff. You control the staff directly. Also, if an operator is sick, injured, or is absent for any reason, you are responsible for obtaining a replacement (either permanent or temporary).
 - You must provide managerial and administrative support. This takes time and money to do. Time and money spent managing the WWTP staff is time and money not spent on other community issues.
 - You are directly responsible/liable for permit compliance. Fines for non-compliance can be substantial and can be imposed not only per occurrence but also for each day of violation.



Deficiency Criteria for Sidewalks and Driveways

	RED - High Danger Requires Immediate Replacement	YELLOW - Low Danger Consider for Replacement
Difference in Elevation	One (1) inch or greater between squares.	Less than one (1) inch.
Buckling	Grade difference more than two (2) inches in five feet.	Grade difference of less than two (2) inches.
Holes	Two (2) inches or greater in diameter.	Holes less than two (2) inches in diameter.
Multiple Cracks	Multiple cracks with any elevation difference.	Multiple cracks with no elevation difference.
Surface crumbling	Surface crumbling that exceeds five (5) square feet of the surface of the square.	Surface crumbling less than five (5) square feet.
Residual Material	Any residual material on the surface more than two (2) inches from the edge of the sidewalk.	

GREEN

Safe or Satisfactory – No Replacement

Stress Cracks – New and old sidewalks with stress cracks that do not show elevation difference between cracks, no holes, no crumbling of surface and or chipping away.

No Deficiencies – New and old sidewalks with no deficiencies.

For More Information, Contact the Department of Public Works at 616-897-5929.




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CITY MANAGER'S REPORT
March 2, 2015

1. We are moving forward with the idea of unscrewing the bulbs on every other light in the downtown district. This will allow residents, merchants and visitors to provide input to us on the concept of removing every other light fixture. This was an element of the downtown placemaking plan.
2. Work on the proposed budget for the next fiscal year continues. The plan is to have a preliminary discussion on my recommendations at your March workshop.
3. Our candidate for DPW Director was given incentives to stay in his current community and has now declined the position. He was very apologetic and was looking forward to coming to Lowell but his current community made him an offer he couldn't refuse.

Respectfully submitted,


Mark Howe, City Manager