

CITY OF LOWELL
CITY COUNCIL AGENDA
AUGUST 3, 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. July 20, 2015 – Regular Meeting
 - b.
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
7. NEW BUSINESS
 - a. Lowell Area Recreation Authority Agreement
 - c.
8. COUNCIL COMMENTS
9. MANAGER'S REPORT
10. APPOINTMENTS
11. ADJOURNMENT

NOTE: Any person who wishes to speak on an item included on the printed meeting agenda may do so. Speakers will be recognized by the Chair, at which time they will be 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, August 3, 2015

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)
 - a. July 20, 2015 – Regular Session Meeting
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. Lowell Area Recreation Authority Agreement

The Lowell Area Recreation Authority (LARA) has proposed changes to the agreement creating LARA which must be reviewed and approved by Lowell and Vergennes Township and the City of Lowell. Most of the changes have to do with routine matters such as incorporate amendments that have been made along the way (such as who can sign checks and term limits) as well as clerical changes such as clarifying when the annual organizational meeting is held.

The proposed changes were submitted to the city attorney who offered the following comments:

The only concern I have is the use of "authority" in the name of the organization. The Urban Cooperation of 1967, Act 7 of the Public Acts of Michigan of 1967, as amended, pursuant to which the three communities have entered into the Agreement, is a joint exercise of powers of participating communities which each individually have. Act 7 does not give the created organization separate powers outside of those contained in the interlocal agreement between the communities. The organization formed through the Agreement gets its powers from each of the communities that are parties to the Agreement through the Agreement. An authority is a separate legal entity that must be created by specific statutory authority and which is given independent powers through the statute. Importantly, Section 7(1) of Act 7 specifically limits the legal entity formed by an interlocal agreement to a "commission, board or council." "Authority" should be removed from the name of the organization. Please let me know if you have any questions.

This issue was evidently raised when LARA was originally created but apparently was not addressed. Given that LARA has been operating under the name of an "authority" but that its specific purposes are limited in the agreement I am comfortable recommending approval of the agreement.

Recommended Motion: That the Lowell City Council approve the modified Lowell Area Recreation Authority Agreement and authorize appropriate signatures.

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)

11. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, JULY 20, 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 City Clerk Betty Morlock.

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

Absent: Councilmember Sharon Ellison and Matt Mayer.

Also Present: City Manager Mark Howe, City Clerk Betty Morlock, City Treasurer Suzanne Olin, Police Chief Steve Bukala and Interim DPW Director Ron Woods.

2. **EXCUSE OF ABSENCES.**

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

YES: 3. NO: 0. ABSENT: 2. MOTION CARRIED.

3. **APPROVAL OF THE AGENDA.**

Councilmember Altoft had requested via email on Friday, July 17, 2015 that the following items be added to the agenda:

- Streets
- Police Department

IT WAS MOVED BY ALTOFT and seconded by HALL to add item c. Streets and d. Police Department under New Business to the agenda.

YES: 3. NO: 0. ABSENT: 2. MOTION CARRIED

IT WAS MOVED BY ALTOFT and seconded by HALL to approve the agenda as amended.

YES: 3. NO: 0. ABSENT: 2. MOTION CARRIED.

4. **APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING(S).**

IT WAS MOVED BY HALL and seconded by ALTOFT to approve the regular minutes of the July 6, 2015 meeting as corrected.

YES: 3. NO: 0. ABSENT: 2. MOTION CARRIED.

5. **APPROVAL OF THE ACCOUNTS PAYABLE.**

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

YES: Councilmembers Altoft, Hall, and Mayor Hodges. NO: None.

ABSENT: Councilmembers Ellison and Mayer. MOTION CARRIED.

BILLS AND ACCOUNTS PAYABLE (07/20/2015)

General Fund	\$27,765.19
Major Street Fund	\$1,320.28
Local Street Fund	\$74,067.75
Downtown Development Fund	\$1,784.66
Designated Contr	\$116.98
General Debt Serv	\$200.00
Airport Fund	\$3,342.05
Wastewater Fund	\$78,920.75
Water Fund	\$31,047.69
Data Processing Fund	\$1,590.00
Equipment Fund	\$1,359.13

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

No comments were received.

7. **OLD BUSINESS.**

- a. **Strategic Goals Report.** City Manager Howe noted this is a new Strategic Goal report. The banners downtown are installed and this project is complete. He also hi-lighted several items of the Strategic Goals report that need to be discussed at a future work session to get Council input and direction.
- b. **Pending Council Projects Report.** Howe stated the Lime Disposal project is complete and has been removed from this report.

Councilmember Altoft questioned the status of the Wastewater Inflow and Infiltration project. Howe responded the data has been collected and they are now getting water usage data per parcel which they will compare and creating a data analysis.

Councilmember Altoft also noted the sidewalk program is not listed but it is still an ongoing issue. He also asked if we allow parking on City Streets.

Police Chief Bukala stated no parking is allowed on city streets from 2 a.m. to 6 a.m. However, if they have a specific need they can request one and receive a parking permit from the Police Department.

Altoft stated he put a sign in his yard to make a point that too many ordinances are not enforced. We should stop working on new ordinances and enforce the ones we have or take them off the books.

Altoft also asked if anyone has signed up for the Rental Rehabilitation program. Howe noted as of July 1, 2015 the city can receive Rental Rehabilitation requests, but have not received any as of yet.

8. **NEW BUSINESS**

- a. **Resolution 10-15 - Contract with Hope Network West Michigan for Specialized Transportation Services.**

City Manager Howe stated that with the decision to opt out of the CDBG Urban County program the City has created an allocation in the General Fund to continue to use the North Kent Transit transportation program for eligible city residents. The cost is typically \$3,000 to \$4,000 per year.

In order to continue the program, the city will need to contract directly with Hope Network to provide these services. Resolution 10-15 approves and authorizes signatures on the contract with Hope Network.

IT WAS MOVED BY HALL and seconded by ALTOFT to approve Resolution 10-15 as presented.

YES: Councilmembers Altoft, Hall, and Mayor Hodges. NO: None.

ABSENT: Councilmembers Ellison and Mayer. MOTION CARRIED.

- b. **Resolution 11-15 – License Agreement with Wendell L. Christoff Trust – Public Pedestrian Pathway.**
The city has an agreement with the Wendell L. Christoff Trust to utilize a portion of the property near Litehouse for a public pathway. That agreement has expired and a new agreement is recommended. Two changes in the agreement include the installation by the city of signs around the parking lot and near the retention ponds as well as language allowing termination with a six-month notice. Resolution 11-15 approves and authorizes signatures on the agreement with Wendell L. Christoff Trust.

IT WAS MOVED BY HALL and seconded by ALTOFT to approve Resolution 11-15 as presented.

YES: Councilmembers Altoft, Hall, and Mayor Hodges. NO: None.

ABSENT: Councilmembers Ellison and Mayer. MOTION CARRIED.

- c. **Streets.** Councilmember Altoft stated that he has received comments from city residents regarding the streets and having a millage request on the ballot for the November, 2015 election. Howe stated that he is working on a Street Plan for the August worksession. The City Council will discuss this at the August worksession and they directed City Clerk Morlock to check the time frame for a proposal question to be placed on the November, 2015 ballot.
- d. **Police.** Councilmember Altoft requested that the Police Department budget be discussed at the August worksession.

9. **MONTHLY REPORTS.** Councilmember Altoft questioned the design flow vs. the actual flow chart in the Wastewater monthly operations report and Wastewater Superintendent Mark Mundt responded.

10. **COUNCIL COMMENTS.**

Councilmember Altoft reported that the Airport Board had a work day at the Airport that would assist in working toward their General Utility status. He also gave a big thank you for Impact Church for their work day at Creekside Park. Their volunteers trimmed trees, hauled bark and cleaned up the park.

Councilmember Hall reported that Lowell Area Recreation Authority has received engineered drawings for the new trail extension on Alden Nash from Gee Drive to Main Street. Hall also thanked the Department of Public Works for cleaning up around the transformer on the Riverwalk.

Mayor Hodges stated Lowell Light and Power met on Thursday, July 9, 2015 and reported that the Michigan Municipal Energy Association Conference will be held at the Crown Plaza on 28th Street. Valerie Brader, executive director of the Michigan Agency for Energy gave a presentation on the Lowell Rotary/Chamber of Commerce joint meeting on Wednesday, July 15th at the Grand Volute. She also had a tour of the bio digester plant. There will be a public open house at the bio digester plant in September or October. Staff is working on getting the bio digester beyond 50% capacity in order to perform more efficiently. Work continues on the installation of the Rolls Royce turbine. Also, the Light and Power Board is looking into the possibility of purchasing the St. Mary's school as a new location for all their facilities. Hodges also noted that he, City Manager Howe, Light and Power General Manager Pierce and Board Chairman Canfield met to start the discussion on Payment In Lieu of Taxes between the City and Light and Power.

The Chamber of Commerce Board of Directors did not meet this month but the Riverwalk Festival was very successful and he thanked the Police Department and Department of Public Works for all their work. On Saturday, July 25th at the Lowell Showboat, a Swiss Horn group will be doing a concert from 7 p.m. to 9 p.m. This is in celebration of the Swiss heritage in Lowell.

11. **CITY MANAGER REPORT.**

- a. The burned house at 318 Lincoln Lake has been removed. Special thanks should be given to Impact Church whose congregation worked with the City of Lowell to spread topsoil and plant grass seed on the property.
- b. Impact Church also worked closely with the City of Lowell on a number of clean-up and beautification projects in city parks and public areas. A big thank you to the 446 volunteers who donated 1,728 hours which is part of their Love Week celebration July 13-17. This community is blessed with many caring individuals and churches that do so much to make this a great place to worship and raise a family. Thanks to Impact Church!
- c. Draft plans have been completed for the South Monroe parking project and are currently being reviewed.
- d. The City is working through the scope of the Avery/Monroe/Washington/Jefferson/Jackson streets project and has identified at least two water projects (Jackson and Monroe) and one manhole repair (Avery/Jefferson). The City is also considering repair of less than a mill and repave for one or two blocks of Avery Street.

Water and Sewer Supervisor Jeff VanSetters is in the process of televising and cleaning sewer lines in the residential streets. Repair of Jefferson and Monroe streets will be considered before Washington due to the fact that each are more traveled than Washington.

- e. Howe will be out of the office for most of the next two weeks. He will be travelling to Virginia to move his daughter and family back to Michigan!

Howe mentioned tonight's Council meeting was a final meeting for City Clerk Betty Morlock who is soon to retire. He mentioned Betty is one of the most caring people he knows and goes way beyond

for her "family" as well as her "city family." He added her knowledge of city events over the past 20 years is impeccable. Howe added she has been an ideal clerk and a dedicated public servant by overseeing elections, and has adapted to the many changes in the election law over the years. Further, he said he will always be grateful for having met Betty and for the honor of being her friend. Howe mentioned a retirement reception will be held August 6 at the Main Street Inn from 4 p.m. until 7 p.m. and the public is invited.

12. **APPOINTMENTS.** At this time all appointments are filled.

IT WAS MOVED BY HALL and seconded by ALTOFT to adjourn at 7:47 p.m.

DATE:

APPROVED:

James W. Hodges, Mayor

Betty R. Morlock, City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-040.000	ACCOUNTS RECEIVABLE	63RD DISTRICT COURT	BOND FOR NIKOLAUS WARREN	100.00	66533
101-000-084.015	DUE FROM FIRE AUTHORITY	AT&T LONG DISTANCE	LONG DISTANCE JUNE 2015	2.57	66502
101-000-285.001	DEPOSITS/RECYCLE CONTAINERS	JOANNA BUTLER	RECYCLE BIN RETURN	25.00	66545
101-000-285.001	DEPOSITS/RECYCLE CONTAINERS	RUSTY BREWSTER	RECYCLE BIN RETURN	5.00	66548
Total For Dept 000				132.57	
Dept 172 MANAGER					
101-172-801.000	PROFESSIONAL SERVICES	CORNELISSE DESIGN ASSOC I	LIBRARY DECK CONCEP PLAN	500.00	66505
Total For Dept 172 MANAGE				500.00	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	PRINTING SYSTEMS	QVF MASTER CARDS	33.85	66566
Total For Dept 191 ELECTI				33.85	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES	175.00	66506
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES	175.00	66506
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES	52.50	66506
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES	52.50	66506
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES	4,357.44	66506
Total For Dept 210 ATTORN				4,812.44	
Dept 215 CLERK					
101-215-850.000	COMMUNICATIONS	SPRINT	PHONE CHARGES JUN 10 - JU	57.98	66518
101-215-850.000	COMMUNICATIONS	AT&T	CITY OFFICES - PHONE BILL	1,856.85	66535
101-215-955.000	MISCELLANEOUS EXPENSE	HOOPER PRINTING	BUSINESS CARDS - SUE ULLE	35.00	66543
Total For Dept 215 CLERK				1,949.83	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	JUNE ADMIN CHARGES	49.50	66507
Total For Dept 253 TREASU				49.50	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	96.98	66568
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	CUSTOM STAMP	32.99	66568
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	CUSTOM STAMPS	69.90	66568
101-265-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	50.00	66519
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING CITY HALL AND PO	600.00	66529
101-265-802.000	CONTRACTUAL	FISH WINDOW CLEANING	WINDOW CLEANING	447.50	66540
101-265-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	55.00	66547
101-265-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE JUNE 2015	71.08	66502
101-265-850.000	COMMUNICATIONS	AT&T	CITY OFFICES - PHONE BILL	132.93	66535
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL - JULY	239.37	66553
101-265-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	R&M BACKFLOW PREVENTERS	432.50	66515
101-265-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	REPAIR ON A/C	75.00	66552
101-265-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	REPAIR BOILER PUMP - CITY	2,075.00	66552
101-265-930.000	REPAIR & MAINTENANCE	ENERTEMP INC.	REPAIR - CITY HALL	2,237.50	66557
Total For Dept 265 CITY H				6,615.75	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	21.00	66525
101-276-740.000	OPERATING SUPPLIES	BFG SUPPLY	PLANTS/SUPPLIES	71.36	66536
101-276-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS - CEMETERY	52.00	66569
101-276-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	30.00	66547
101-276-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	R&M BACKFLOW PREVENTERS	242.71	66515
Total For Dept 276 CEMETE				417.07	
Dept 301 POLICE DEPARTMENT					
101-301-624.000	SALVAGE INSPECTION FEES	ZEE MEDICAL INC.	MED SUPPLIES	59.68	66528
101-301-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	117.99	66568
101-301-740.000	OPERATING SUPPLIES	RITE AID PHARMACY #1529	PICTURES	13.99	66567
101-301-740.000	OPERATING SUPPLIES	RITE AID PHARMACY #1529	BATTERIES	26.05	66567

User: SUEU

EXP CHECK RUN DATES 07/20/2015 - 07/30/2015

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 301 POLICE DEPARTMENT					
101-301-743.000	AMMUNITION	ROCKFORD POLICE	ACTIVE SHOOTER	30.00	66530
101-301-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	MONTHLY SERVICE CONTRACT	29.49	66555
101-301-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE JUNE 2015	134.98	66502
101-301-850.000	COMMUNICATIONS	SPRINT	PHONE CHARGES JUN 10 - JU	298.95	66518
101-301-850.000	COMMUNICATIONS	VERIZON WIRELESS	WIRELESS LPD JUNE 11- JUL	158.05	66522
101-301-850.000	COMMUNICATIONS	AT&T	LPD - PHONE BILL	1,394.96	66535
101-301-850.000	COMMUNICATIONS	AT&T	LPD - PHONE BILL	86.54	66535
101-301-850.000	COMMUNICATIONS	DSS CORPORATION	PHONE RECORDER SYSTEM	825.00	66556
101-301-955.000	MISCELLANEOUS EXPENSE	HELEN DEVOS CHILDRENS HOS	CHILD PASSENGER SAFETY TE	10.00	66510
101-301-955.000	MISCELLANEOUS EXPENSE	UPS	LPD RETURN	59.94	66521
Total For Dept 301 POLICE				3,245.62	
Dept 400 PLANNING & ZONING					
101-400-611.000	SITE PLAN REVIEW RETAINER	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	300.00	66550
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	900.00	66550
Total For Dept 400 PLANNI				1,200.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BFG SUPPLY	PLANTS/SUPPLIES	49.07	66536
101-441-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	115.00	66547
101-441-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE JUNE 2015	21.29	66502
101-441-850.000	COMMUNICATIONS	AT&T	DPW - PHONE BILL	696.37	66535
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - 151 LAFAYETTE	23.30	66553
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - DPW	21.36	66553
101-441-930.000	REPAIR & MAINTENANCE	FIRST TELECOMMUNICATIONS	REPAIR	120.00	66559
101-441-975.000	BUILDING IMPROVEMENTS	OSTRANDER WINDOWS SIDING	DPW ROOF REPAIRS	1,250.00	66516
Total For Dept 441 DEPART				2,296.39	
Dept 523 TRASH					
101-523-802.000	CONTRACTUAL	RED CREEK	740 BLUE BAGS @1.75 AND 4	2,060.00	66500
Total For Dept 523 TRASH				2,060.00	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	JULY - CHAMBER	16.82	66553
Total For Dept 747 CHAMBE				16.82	
Dept 751 PARKS					
101-751-802.000	CONTRACTUAL	ZACH'S CLEAN CUT LAWN CAR	JUNE LAWN CARE 2015	3,900.00	66527
101-751-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	205.00	66547
Total For Dept 751 PARKS				4,105.00	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	26.85	66525
101-790-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS - CEMETERY	52.00	66569
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING CITY HALL AND PO	330.00	66529
101-790-802.000	CONTRACTUAL	FISH WINDOW CLEANING	WINDOW CLEANING	447.50	66540
101-790-850.000	COMMUNICATIONS	AT&T	LIBRARY - PHONE BILL	180.55	66535
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - LIBRARY	59.99	66553
101-790-930.000	REPAIR & MAINTENANCE	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	66519
101-790-930.000	REPAIR & MAINTENANCE	JEFFREY LENDE	CUSTOM MAPLE	180.00	66544
Total For Dept 790 LIBRAR				1,316.89	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	66519
101-804-887.000	CONTRIBUTIONS & MAINTENAN	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	19.25	66525
101-804-887.000	CONTRIBUTIONS & MAINTENAN	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	41.25	66525
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - GRAHAM BUILDING	12.50	66553
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT 7/1 - 7/	1,212.67	66513
Total For Dept 804 MUSEUM				1,325.67	
Total For Fund 101 GENERA				30,077.40	

User: SUEU

EXP CHECK RUN DATES 07/20/2015 - 07/30/2015

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	STATE INDUSTRIAL PRODUCTS	CONCRETE PATCH	93.60	66549
202-463-850.000	COMMUNICATIONS	SPRINT	PHONE CHARGES JUN 10 - JU	12.69	66518
	Total For Dept 463 MAINTENANCE			106.29	
	Total For Fund 202 MAJOR			106.29	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-740.000	OPERATING SUPPLIES	WYRICK COMPANY	LOCAL STREETS SUPPLIES	57.41	66526
203-463-740.000	OPERATING SUPPLIES	STATE INDUSTRIAL PRODUCTS	CONCRETE PATCH	93.60	66549
203-463-850.000	COMMUNICATIONS	SPRINT	PHONE CHARGES JUN 10 - JU	12.69	66518
	Total For Dept 463 MAINTENANCE			163.70	
	Total For Fund 203 LOCAL			163.70	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	CITY OF LOWELL	HDC GRANT FOR MUSEUM WIND	157.00	66504
	Total For Dept 000			157.00	
	Total For Fund 238 HISTORICAL			157.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	18.95	66525
248-463-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	54.68	66525
248-463-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	165.00	66525
248-463-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	80.36	66525
248-463-740.000	OPERATING SUPPLIES	WILLIAM BOS GREENHOUSE	LANDSCAPE PLANTS	5.20	66525
248-463-740.000	OPERATING SUPPLIES	BFG SUPPLY	PLANTS/SUPPLIES	71.35	66536
248-463-740.000	OPERATING SUPPLIES	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM	180.00	66562
248-463-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY, DDA - PLANTS		21.80	66569
248-463-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY, WOOD CHIPS - CEMETERY		507.00	66569
248-463-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	R&M BACKFLOW PREVENTERS	137.20	66515
	Total For Dept 463 MAINTENANCE			1,241.54	
	Total For Fund 248 DOWNTOWN			1,241.54	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	BOURGETTE, BOB	MOWING AIRPORT - GAS	38.00	66537
581-000-740.000	OPERATING SUPPLIES	CASEY BROWN	GAS AND SUPPLIES	163.59	66538
581-000-740.000	OPERATING SUPPLIES	ERIC NELSON	MOWING AT AIRPORT - GAS	45.67	66539
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - 730 LINCOLN LAKE	22.61	66553
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - FLAT RIVER	32.74	66553
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	LOWELL CITY AIRPORT	49.99	66570
	Total For Dept 000			352.60	
	Total For Fund 581 AIRPORT			352.60	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	AT&T LONG DISTANCE	LONG DISTANCE JUNE 2015	10.78	66502
590-000-276.000	Sewer	WESTCLIFFE	UB refund for account: 2-	298.14	66524
	Total For Dept 000			308.92	
Dept 550 TREATMENT					
590-550-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	R&M BACKFLOW PREVENTERS	148.00	66515
	Total For Dept 550 TREATMENT			148.00	
Dept 551 COLLECTION					
590-551-740.000	OPERATING SUPPLIES	ETNA SUPPLY COMPANY	SUPPLIES	128.41	66558
590-551-740.000	OPERATING SUPPLIES	GRAINGER INDUSTRIAL SUPPLY	SUPPLIES	34.53	66560
	Total For Dept 551 COLLECTION			162.94	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 WASTEWATER FUND					
Dept 552 CUSTOMER ACCOUNTS					
590-552-730.000	POSTAGE	POSTMASTER	WATER BILLS	208.89	66546
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR JULY 2015 MET	29.33	66503
Total For Dept 552 CUSTOM				238.22	
Total For Fund 590 WASTE				858.08	
Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water Inside 5/8"	WESTCLIFFE	UB refund for account: 2-	185.50	66524
Total For Dept 000				185.50	
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	IDEXX DISTRIBUTION CORP.	CHEMICALS	751.02	66561
591-570-743.000	CHEMICALS	GRAYMONT CAPITAL INC.	PEBBLE LIME	5,984.00	66541
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	CHEMICALS	755.50	66551
591-570-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL FEES	733.88	66506
591-570-802.000	CONTRACTUAL	ZACH'S CLEAN CUT LAWN CAR	JUNE LAWN CARE 2015	280.00	66527
591-570-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE JUNE 2015	2.26	66502
591-570-850.000	COMMUNICATIONS	AT&T	WTP - PHONE BILL	71.51	66535
591-570-864.000	CONFERENCES & CONVENTIONS	MI-AWWA PAYMENT PROCESSIN	9/15/2015 - 09/17/2015 -	415.00	66564
591-570-864.000	CONFERENCES & CONVENTIONS	MI-AWWA PAYMENT PROCESSIN	09/15/2015 - 09/17/2015 -	325.00	66564
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - WTP	162.59	66553
591-570-930.000	REPAIR & MAINTENANCE	SAWYER ENGINE & COMPRESSO	WATER R & M	215.47	66517
Total For Dept 570 TREATM				9,696.23	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	GRAINGER INDUSTRIAL SUPPL	SUPPLIES	34.53	66560
591-571-802.000	CONTRACTUAL	ZACH'S CLEAN CUT LAWN CAR	JUNE LAWN CARE 2015	240.00	66527
591-571-850.000	COMMUNICATIONS	SPRINT	PHONE CHARGES JUN 10 - JU	31.12	66518
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	WIRELESS CHARGES JUNE 201	40.01	66522
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - 830 SHEPARD	31.94	66553
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	JULY - 2311 GEE	12.50	66553
Total For Dept 571 DISTRI				390.10	
Dept 572 CUSTOMER ACCOUNTS					
591-572-730.000	POSTAGE	POSTMASTER	WATER BILLS	208.89	66546
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR JULY 2015 MET	29.32	66503
Total For Dept 572 CUSTOM				238.21	
Dept 573 ADMINISTRATION					
591-573-995.000	INTEREST-BONDS	THE BANK OF NY MELLON TRU	WATER SYSTEM BOND 2012	4,702.50	66520
Total For Dept 573 ADMINI				4,702.50	
Total For Fund 591 WATER				15,212.54	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-740.000	OPERATING SUPPLIES	KORE/HI COM, INC.	SOFTWARE	119.00	66563
636-000-801.000	PROFESSIONAL SERVICES	KORE/HI COM, INC.	DATA PROCESSING	119.00	66563
636-000-802.000	CONTRACTUAL	HASSELBRING-CLARK	COPIER	248.04	66542
Total For Dept 000				486.04	
Total For Fund 636 DATA P				486.04	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-802.000	CONTRACTUAL	WEST MICHIGAN INTERNATION	EQUIP REPAIRS/OUTSIDE CON	1,107.36	66523
661-895-802.000	CONTRACTUAL	MITCHELL 1	EQUIPMENTS SOFTWARE	2,208.00	66565
661-895-930.000	REPAIR & MAINTENANCE	GRAND AUTO FAMILY	EQUIP R&M - LAMP	103.00	66508
661-895-930.000	REPAIR & MAINTENANCE	AB SPRING SERVICE, INC.	REPAIR AND MAINTENANCE	27.64	66534
Total For Dept 895 FLEET				3,446.00	
Total For Fund 661 EQUIPM				3,446.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT 7/1 -15/	1,419.43	66511
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT 7/1 - 1	40,701.91	66514
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT 7/1-15/1	29,620.49	66511
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT 7/1 -15/	23,971.62	66512
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT 7/1-7/15	8,939.76	66509
Total For Dept 000				104,653.21	
Total For Fund 703 CURREN				104,653.21	

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

Fund 101	GENERAL FUND	30,077.40
Fund 202	MAJOR STREET FUN	106.29
Fund 203	LOCAL STREET FUN	163.70
Fund 238	HISTORICAL DISTR	157.00
Fund 248	DOWNTOWN DEVELOP	1,241.54
Fund 581	AIRPORT FUND	352.60
Fund 590	WASTEWATER FUND	858.08
Fund 591	WATER FUND	15,212.54
Fund 636	DATA PROCESSING	486.04
Fund 661	EQUIPMENT FUND	3,446.00
Fund 703	CURRENT TAX COLL	104,653.21

156,754.40



STRATEGIC GOALS REPORT

AUGUST 3, 2015

TIER ONE

1) Street Asset Management Plan: We had further discussion on the street plan at your most recent workshop. We are in the process of identifying community and high priority streets for repair in the next five years. (7-6-15)

2) Look/Lee Fund Investment Options: We have completed the transfer of a portion of the assets of the Look Memorial Fund to the Grand Rapids Foundation for investment purposes. We are still exploring a similar investment structure for the Lee Fund. (7-6-15)

✓ 3) Banners Downtown: New banners have been installed downtown and our banner program is up and running. This project is completed. (7-20-15)

4) Wastewater Inflow & Infiltration: Data that was collected from ground water and flow monitors is being evaluated and we hope to have a report in the near future from Prein & Newhoff. (7-6-15)

5) Downtown Trail Connector: LARA has completed its work with a recommended route to connect the Fred Meijer River Valley Rail Trails through the City of Lowell. A meeting with MDOT and the DNR is being scheduled and the City Manager is being invited to attend. (7-6-15)

✓ 6) Secure City Funding for Arbor Board: This has been completed with the adoption of the FY 2015-16 budget. (7-6-15)

7) Rental Rehabilitation Program: As of July 1, 2015, we have become eligible to receive CDBG grants through the State of Michigan. We will formulate a work plan to begin the process. In the meantime, we are working with a building owner who is currently pursuing CDBG funds through the MEDC. (7-6-15)

8) Economic Development Staff: We will need to have further discussion on this item at a future workshop. (7-6-15)

TIER TWO

1) Promote Accomplishments: This will be an ongoing task. We should discuss specific outcomes for this goal at a future workshop. In the meantime, during your last meeting I presented you with a list of 2014-15 accomplishments for the organization. (7-6-15)

CITY OF LOWELL STRATEGIC GOALS REPORT

2) Ordinance Review: Next step on this goal will be to create a calendar and assignments to keep us on task.

a) Buried Utility Lines: We will need to work with Light & Power to review the current ordinance and review our goals before drafting language. (7-6-15)

b) Right-of-Way: Public Works and City Hall staff are already discussing our internal process for reviewing building and zoning applications including a discussion on how to create a sign-off process when projects impact the right-of-way. I expect that ordinance/policy issues will arise from this discussion. (7-6-15)

c) Trash: We have a draft for discussion which can be reviewed at a future workshop. (7-6-15)

3) College Intern Program: We have advertised with the Michigan Municipal League for college interns and have had some inquiries. (7-6-15)

4) Proactive Code Enforcement: This item will require further discussion at a future workshop to identify outcomes for this goal. (7-6-15)

5) Business Development Packet: I have reached out to The Right Place who have indicated they can assist us with this project. (7-20-15)

TIER THREE

1) Review Investment Strategy: We will need to develop a work plan for this goal as well as develop specific outcomes that identify when the goal is met. (7-6-15)

2) Master Plan for Recreation Park: With the upcoming discussion on the river valley trail connector, we will need to engage with the users of Recreation Park to identify a specific trail route through the park. This will likely begin our discussion on an overall master plan for the park. (7-6-15)

3) North Washington Park Name & Signage: We will begin a discussion with the Parks & Recreation Commission on this goal. (7-6-15)





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

PENDING COUNCIL PROJECTS REPORT

August 3, 2015

UPDATES

Downtown Tower Removal – SyncWave LLC had completed the tower prep by removing the power, cables, and several antennas in preparation for the crane. They are trying to coordinate for a Monday within the next 4 weeks. The transport crew was here last week taking measurements and he will be coordinating with the crane. We expect the tower to be gone by Labor Day Weekend. The FAA and Lowell Airport have been notified that the lighting has been removed in preparation of the tower removal..

Underground Electrical Lines – No further update.

Trash Ordinance Update – No further update.

Right of Way Ordinance – No further update.

UPDATES

Downtown Tower Removal

(7-6-15) You approved a bid at your previous meeting to have the tower removed. We will keep you updated.

(5-18-15) Removal of the tower has been put out for bid. We hope to receive responses and bring them to you at a future council meeting.

(4-6-15) Chief Bukala has been working on the request for proposals to have the tower removed this year.

(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.

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.

LOWELL AREA TRAIL AGREEMENT

LOWELL AREA RECREATION AUTHORITY AGREEMENT

THIS AGREEMENT is made ____ day of _____, November 15th, 2004, by and between the Township of Vergennes, the Charter Township of Lowell and the City of Lowell, all in Kent County, Michigan (the "Constituent Units");

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WHEREAS, the City of Lowell, the Township of Vergennes and the Charter Township of Lowell desire to work cooperatively for the purpose of establishing and providing a separate legal entity to be known as the "Lowell Area Recreation Authority" for the purpose of developing, acquiring, constructing, operating and maintaining one or more trails for the use and enjoyment of the residents of the Townships and the City;

WHEREAS, the Lowell Charter Township Board, the Vergennes Township Board and the Lowell City Council have determined that it would be in the best interests of Lowell Charter Township, Vergennes Township and the City of Lowell to establish, operate and maintain a trail system or systems jointly;

WHEREAS, the Urban Cooperation Act, Act 7 of the Public Acts of Michigan of 1967, First Extra Session ("Act 7"), authorizes the city and the townships to agree to form a separate legal entity for the establishment, operation and maintenance of trails and a trail system; and

WHEREAS, it is the desire of the Charter Township of Lowell, the Township of Vergennes and the City of Lowell to establish a governing board which shall have the authority and responsibilities as set forth in this Agreement.

IN CONSIDERATION OF THE FOREGOING, the Charter Township of Lowell, the Township of Vergennes and the City of Lowell agree as follows:

ARTICLES OF AGREEMENT

ARTICLE I
ESTABLISHMENT

Pursuant to Act 7, there is hereby established a separate legal entity known as the Lowell Area Recreation Authority (hereafter, the "Authority").

The Authority shall have the authority to sue and be sued in any court of this state. It shall include all territory embraced within its Constituent Units. It shall possess, in addition to the authority expressly granted by this Agreement, all authority granted by statutes, including those authorities which are permissive, in addition to all authority necessary to carry out the purposes of this Agreement and those incident thereto. The enumeration of any authority granted herein shall not be construed as a limitation on its authority, unless the context clearly indicates otherwise.

ARTICLE II
CONSTITUENT UNITS

The local governmental units included in the Authority (referred to herein as the "Constituent Units") are the City of Lowell, Kent County, Michigan, the Township of Vergennes, Kent County, Michigan, and the Charter Township of Lowell, Kent County, Michigan.

An additional local governmental unit may become a part of the Authority upon approval of the governing bodies of each of the Constituent Units and upon amendment of this Agreement to reflect the role, duties and responsibilities of the additional local governmental unit so added to the Authority.

ARTICLE III
PURPOSES

The purpose of the Authority shall be to establish, develop, operate and maintain trails and a trail system in the best interest of the City and the Townships, within the budgetary and personnel resources available to the Authority, and in a manner that provides a safe and effective trail system and recreational area for residents of the Townships and the City.

In furtherance of this purpose, the Authority may do any or all of the following:

- Contract with a governmental entity, a profit or non-profit cooperation, a partnership, a limited liability company or a private individual for goods or services necessary or incidental to the establishment, development, operation and maintenance of one or more trail projects.
- Prepare and implement policies for the use of one or more trail projects.
- Study and adopt short-term and long-range plans for trail development and trail improvement.
- Approve the proposed annual operating budget and the proposed capital expenditure budget, and authorize expenditures from the approved budgets and other expenditures approved by the Constituent Units.
- Determine compensation for employees of the Authority.
- Ensure that adequate insurance is provided to protect itself, the Constituent Units, and their officers, employees and agents from loss by way of damage to trail area property, and from claims by third parties, and provide workers compensation or similar coverage as provided by law.
- Accept gifts, grants, assistance funds, bequests or donations for trail project purposes and make appropriate agreements with such donors or grantors pertaining to conditions of use of the funds.

- Approve the sale or disposal of surplus trail project property, subject to approval of each Constituent Unit.
- Other activities not specifically authorized herein, but necessary, helpful or incidental to the authority granted herein.

ARTICLE IV TERM

This Agreement shall have an initial term of five years, subject to withdrawal and termination as provided in Article XI.

Upon the expiration of five years, the Constituents Units shall review the terms of this Agreement to evaluate and determine whether any changes are necessary or advisable and, if so, shall execute a new agreement incorporating such changes, provided that each Constituent Unit determines that it is in its best interest to continue participation in the Authority.

If no changes are incorporated after the initial five year term, the Agreement shall be automatically renewed for successive five-year periods, subject to the right of withdrawal, unless the Constituent Units agree to a different term of extension.

ARTICLE V AUTHORITY BOARD

Section A. Governing Body

The governing body of the Authority shall be known as the "Lowell Area Recreation Board" (hereafter, the "Board"), which is hereby vested with the management of the Authority's business and affairs.

Section B. Board Members

- The Board shall consist of seven members, comprised of the following:
- A member of the Lowell Charter Township Board, appointed by majority vote of the Township Board.
- A member of the Vergennes Township Board, appointed by majority vote of the Township Board.
- A member of the Lowell City Council, appointed by majority vote of the City Council.
- One resident of Vergennes Township, appointed by majority vote of the Township Board.
- One resident of the Charter Township of Lowell, appointed by majority vote of the Township Board.

- One resident of the City of Lowell, appointed by the City Council.
- One resident of the City or the Townships, appointed jointly by the Lowell Charter Township Board, the Vergennes Township Board and the Lowell City Council.

A Constituent Unit may appoint an alternate member(s) who may sit on the Board in the absence of a regular member appointed by the Constituent Unit. Such alternate shall have all the powers and duties of a regular member while the regular member is absent.

Township Supervisors and the City Mayor and City Manager shall not serve as Board members or alternate members.

Section C. Term of Office Amended 12/13/06

The term of office of the members of the Board shall be for two years; provided, however, the term of a member appointed by virtue of membership on the governing body of a Constituent Unit shall terminate if that member resigns or otherwise ceases to be a member of the governing body.

~~No person who has served for 4 1/2 or more consecutive years shall be eligible for appointment to the Board unless it has been at least two years since that person served on the Board. Years of service with less than a two-year interval between them shall be considered consecutive years.~~

The Constituent Units ~~may agree to vary the terms of initial appointments so as to stagger the terms~~ have total control of the terms of their appointed resident members.

If a Township Board member or City Council member who is serving on the Board ceases to hold his or her office on the Township Board or City Council, that seat on the Board shall immediately become vacant and the governing body of the respective Constituent Unit shall appoint a replacement member at its next regular meeting, who shall serve for the un-expired remainder of the term of that seat on the Board.

Notwithstanding the foregoing, any member may be removed from office at will by the Constituent Unit that appointed the member, without cause or prior notice; provided however, as to the member jointly appointed, the affirmative vote for removal of the governing board of any of the Constituent Units shall be sufficient to cause the termination of that member, also without cause or prior notice. If a member is removed from office by a Constituent Unit, that Constituent Unit shall promptly notify the remaining Constituent Units of the removal.

Section D. Compensation

Members of the Board shall serve without compensation from the Authority and Constituent Units, but shall be entitled to reimbursement from the Board for actual and necessary expenses incurred in the performance of his or her duties as a member of the Board.

Section E. Vacancies

A seat on the Board shall become vacant by death, disability, resignation or removal; or, if membership on the governing body of a Constituent Unit is a prerequisite for a seat, then upon termination of such membership. A vacancy shall be filled in the same manner as above for the unexpired term of the original appointment.

Section F. Bylaws

This Agreement shall be the bylaws of the Board; provided, however, that the Board may adopt additional procedural rules governing the conduct of its meetings, insofar as such procedural rules do not conflict with the terms of this Agreement. If the Board does not adopt procedural rules, the conduct of its meetings shall be governed by the most recent version of Robert's Rules of Order.

Section G. Annual Organizational Meeting

~~Within 30 days from the effective date of this Agreement and, thereafter, annually within 30 days after the commencement of the Authority's fiscal year, the~~ The Board shall conduct its annual organizational meeting in June at which the following officers shall be elected from the members of the Board by majority vote of the Board: Chairperson; Vice-Chairperson; Secretary; and Treasurer. The elected officers shall serve until a successor is elected. The Chairperson and Vice-Chairperson shall not both be persons appointed by the same Constituent Unit.

Section H. Officers

The Chairperson of the Board shall be the presiding officer thereof. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board and, subject to the approval of the Board, may employ such assistants as may be necessary. The Treasurer shall be the custodian of the funds of the Authority and, subject to the approval of the Board, may employ such assistants as may be necessary.

All monies of the Authority shall be deposited in an insured financial institution to be designated by the Board, and all checks or other forms of withdrawal shall be signed by ~~any two officers of the Board~~ three designated members of the board, not to include the Treasurer. ~~The officers signing the check shall be bonded in an amount to be determined by the Board.~~ Public Officials Liability Insurance shall be maintained for the board. The officers of the Board shall have such additional powers and duties as may be conferred upon them, from time to time, by the Board.

Section I. Meetings

Regular meetings of the Board shall be held at least quarterly at such times as shall be prescribed by the Board.

The Chairperson or any other two members of the Board may call a special meeting of the Board by serving written notice of the time, place and purpose thereof upon each member of the Board, either in person or by providing written notice at his or her place of residence, at least 18 hours in advance of such special meeting. Special meetings of the Board at which all members are

present shall be deemed valid, even through notice thereof may not have been provided in the manner described above. Any member of the Board may waive notice of any special meeting, either before or after the holding thereof.

The Board is a public body and, therefore, all meetings of a quorum of the Board shall be noticed and conducted in accordance with the requirements of the Michigan Open Meetings Act, MCL 15.261, et seq.

Section J. Quorum and Voting

A quorum for the transaction of business shall consist of a majority of the Board members then serving; provided, however, at least one representative appointed by each Constituent Unit shall be present at the annual organizational meeting in order to transact business.

The Board shall act only by motion or resolution adopted by a majority of the members present and serving, except where a different voting composition is required by the terms of this Agreement. A roll call vote shall be taken and recorded in the minutes for all substantive matters decided by the Board.

The Board shall keep written minutes of its meetings, which shall be approved at the next regular meeting, and which shall thereafter be signed by the Secretary. Upon approval, the Secretary shall provide a copy of the minutes to each Constituent Unit.

Section K. Committees

The Board may appoint standing or ad hoc committees from time-to-time to study and make recommendations to the Board on matters involving or related to its purposes and duties.

Section L. Board Records

The records of the Board shall be available to the public in accordance with the requirements of the Michigan Freedom of Information Act, MCL 15.231, et seq. Copies of meeting minutes shall be provided to each Constituent Unit. The Constituent Unit may post or disseminate the minutes.

ARTICLE VI
PERSONAL AND REAL PROPERTY

Section A. Ownership of Real Property and Fixtures

The Authority shall be the sole fee owner of the easements and other property it may acquire for the trail system or other purposes of this Agreement during the term of this Agreement.

Any and all fixtures now present and subsequently erected on such property by the Authority, including, but not limited to, signs, fencing, in-ground benches and pavilions, shall be held and managed by the Authority in trust for the Constituent Units for the purposes of this Agreement.

Upon termination of this Agreement or upon withdrawal from this Agreement by any Constituent Unit, the Authority shall release, disburse and convey to the withdrawing Constituent Unit all of the real property interests and fixtures located within the boundaries of that Constituent Unit.

Section B. Ownership of Other Property

Any and all transient personal property placed on or used in connection with the trail system or other property owned by the Authority, including, but not limited, to moveable picnic tables, maintenance equipment, trash cans and dumpsters, shall be held and managed by the Authority in trust for the Constituent Units for the purposes of this Agreement.

Upon termination of this Agreement or upon withdrawal from this Agreement by any Constituent Unit, the Authority shall release and disburse such personal property to the Constituent Units on an equal basis. If the Constituent Units cannot agree as to the division, the personal property shall be sold at auction and the proceeds, less expenses, divided equally.

Section C. General Authority of Board

The Board may acquire in any manner permitted by law, any such personal property or fixtures as the Board deems necessary or helpful in promoting the purposes of this Agreement, and may hold, manage, control, sell, exchange or lease such property and fixtures in the name of the Board, in trust for the Constituent Units.

Section D. Storage and Inventory of Property

All personal property and fixtures in control of the Authority shall be used or housed at the discretion of the Board. The Board shall maintain, at all times, an up-to-date inventory list of all personal property and fixtures it holds or controls.

ARTICLE VII
BOARD POWERS

Section A. General Powers

The Board shall have, in addition to powers granted elsewhere in this Agreement, the following powers and authority:

(1) The power to purchase, lease, receive, acquire, sell, lease or rent to others, dispose of, divide, distribute or own all or any part of any land or any improvements thereon as may be necessary or useful for the purposes of this Agreement. Land or interests in land shall not be sold by the Authority without the prior consent of the governing body of each of the Constituent Units. All property, real or personal, owned by the Authority shall be used solely for the purposes stated in this Agreement.

(2) The Authority shall have the power to improve, build, maintain and operate public trails, access sites and appropriate structures on Authority land or easements.

(3) Contract or cooperate with other governmental units, public agencies or private parties to carry out Authority functions or fulfill Authority obligations.

(4) Hire employees or other personnel as may be necessary to carry out the purposes of the Authority, each such person to serve at the pleasure of the Authority subject to applicable law.

(5) Accept funds, voluntary work, and other assistance to carry out Authority functions or obligations, from any source, public or private, including but not limited to local government funding, state or federal grants, and private donations. A complete record of all funds received shall be maintained and made a part of the annual financial report.

(6) Establish policies or rules governing use of Authority land, easements or facilities in compliance with state and local law.

(7) Recommend local ordinance provisions to Constituent Units to provide for the safety of the public utilizing Authority lands or facilities.

(8) Seek federal or state aid, payable to the individual Constituent Units or to the Authority, as may be available to carry out Authority functions.

Section B. Limitations

The Authority shall not have the power or authority to do the following:

- (1) Levy any tax in its own name or issue any bonds in its own name.
- (2) Incur any debts on behalf of a Constituent Unit, except as authorized in this Agreement.
- (3) Condemn any land for any purpose.

ARTICLE VIII
INSURANCE

The Board shall obtain adequate insurance for the Authority, including, but not limited to, comprehensive public liability insurance, casualty loss insurance, no fault insurance for vehicles, and workers' disability compensation, to protect itself, the Constituent Units, and their officers, employees and agents from loss by way of damage to Authority property, and from claims by third parties. The Constituent Units shall be named as an additional insured on all policies.

ARTICLE IX
BUDGETING AND FINANCIAL ADMINISTRATION

A. Fiscal Year

The fiscal year of the Authority shall be from July 1 to June 30 of each year.

B. Budget Preparation

A proposed budget for each fiscal year shall be prepared for the Authority in accordance with the Uniform Budgeting and Accounting Act, Public Act 2 of 1968, as amended. The Board Chairperson, the Board Treasurer and a third Board member, appointed by the Board, shall comprise the budget committee. The budget committee shall prepare a proposed budget. The proposed budget shall be as specific as possible with the respect to the items approved for expenditure during the succeeding fiscal year, in order to facilitate expenditures without the need for further Board action following approval of the budget. The proposed budget shall have two primary components.

(1) Operating Expenditures. A proposed budget shall include anticipated operating costs of the Authority, including, by way of example, utilities, insurance costs, purchase of consumable supplies, routine maintenance of buildings, apparatus and equipment, and other expenditures not involving capital expenditures.

(2) Capital Expenditures. A proposed budget shall also include capital expenditures, including, by way of example, acquisition of fixtures, real property, major renovation or expansion of buildings, equipment and apparatus purchases, and purchase of all other durable equipment with an expected useful life exceeding one year. For planning purposes, the budget may include projected expenditures for the next five years, but approval for purpose of expenditure shall be given only for that fiscal year.

C. Budget Approval

The proposed budget shall be approved by the Board each year. If a budget is not approved prior to commencement of the fiscal year, then the portion of the budget for the prior year pertaining to operating expenditures, but not capital expenditures, shall be deemed to be the approved budget, unless and until a revised budget is approved.

D. Budgeted Expenditures

(1) Expenditures less than \$1,000 from the Authority's operating expenditure portion of the budget may be made without further Board approval. Expenditures from the Authority's operating expenditure portion of the budget in excess of \$1,000 must be approved by the Board, unless such an expenditure is reasonably determined by the Chairperson to be immediately necessary.

(2) All expenditures from the capital expenditure portion of the budget must first be approved by the Board.

E. Funds

Funds of the Authority shall be held in an account or accounts, in the name of the Authority, separate from the funds of the Constituent Units, and invested in the manner provided by law and in accordance with Board approval.

F. Audits

All accounts of the Authority shall be audited as provided by law, and not less than annually. The expense of such audit shall be an Authority expense. The auditor shall be chosen by the Board, and in the event the Board is not able to select an auditor, then the auditor shall be the auditor employed by one of the Constituent Units, first selected by lot, and thereafter alternatively if the Board is not able to agree upon an auditor.

G. Financial Information

Books and records showing all income, expenditures, inventory of equipment, and all other financial transactions of the Authority shall be maintained by the Treasurer. Such books and records shall be available promptly to any Constituent Unit, upon request of its Supervisor or Mayor (or City Manager). Upon request of the Supervisor or the Mayor (or City Manager) of a Constituent Unit, the Board Chairperson shall prepare reasonable reports concerning operations of the Authority.

ARTICLE X
FINANCIAL CONTRIBUTIONS

A. Cost Sharing

Each Constituent Unit shall contribute an equal share (currently 1/3) of the Authority budget, unless otherwise provided by grants or donations. The Board shall not approve an annual budget amount that exceeds the amount of the combined start-up contributions specified in Article X.F., unless the Board has received donations, grants or other income equal to or greater than the amount by which the budget exceeds the combined start-up contributions or has otherwise received prior approval of the budget from the Constituents Units.

In the event any Constituent Unit received donations or grants for Authority purposes, the Constituent Unit shall transfer such donations or grants to the Authority, which shall be treated as a voluntarily contribution of such Constituent Unit pursuant to Article X.D.

In the event the Authority, or any Constituent Unit is held liable for any property damage or personal injury incurred as a result of Authority operations, all damages and amounts paid in settlement, and costs of defense, including attorney's fees, shall be an Authority expense. ~~In the event of any such claim or judgment against one of the Constituent Units, each of the Constituent Units shall be equally responsible to pay one-third of the cost thereof.~~

B. Payments

Each year, each Constituent Unit shall contribute in cash an amount equal to its share of the approved budgets (as allocated in Article X.A), ~~payable in quarterly installments, of approximately equal amounts, due April 1, July 1, October 1 and January 1, during the fiscal year and due on July 1.~~ If the required payment from Constituent Units is increased with approval of the Board and the governing boards of the Constituent Units, any additional required payments shall be made within 30 days after approval of such budget increase.

If a Constituent Unit fails to make any payment required under this Agreement on a timely basis, the voting rights of that Constituent Unit's appointed members shall be suspended until the payment is made (and during such time the required meeting quorum shall be reduced to exclude those board members).

If a Constituent Unit fails to budget for and/or pay a required payment under this Agreement, any remaining Constituent Unit who has budgeted for the required payments and is not delinquent in payments may elect to immediately withdraw from this Agreement without regard to the provisions of Article XI limiting withdrawal during the first two years and requiring not less than six months notice thereafter.

C. Source of Revenues

Each Constituent Unit shall determine, within its discretion, the method of obtaining revenue necessary to pay its share of the cost of operating the Authority by any permitted lawful means. The collection of monies, from whatever source, for the payment of its share of the costs of operating the Authority, shall be the sole responsibility of each respective Constituent Unit.

D. Voluntary Contributions

(1) A Constituent Unit may voluntarily contribute additional monies, land or equipment from that Constituent Unit's funds or from donations to that Constituent Unit, to the Authority, for specific purposes. The money, land or equipment, if accepted, shall be used for such purposes as are deemed to be in furtherance of the operation of the Authority by the Board.

(2) However, where the equipment that is proposed to be donated by a Constituent Unit is equipment which, by reason of its size or nature, will involve significant future maintenance requirements, then the Constituent Unit that is proposing to donate such equipment shall first raise the matter at a meeting of the Board, and disclose to the Board members the equipment that is proposed to be donated, the likely future maintenance requirements and other information that will serve to acquaint the Board members with possible future financial requirements as to maintenance that may be involved if the equipment is donated. The Board members shall then have a discussion concerning whether the equipment should or should not be donated, and covering other aspects of the matter that the members wish to discuss. Following such discussion, the Constituent Unit may proceed to make, or not to make, the proposed contribution; provided, however, that such equipment shall be used for Authority purposes if it is deemed by the Board to be in furtherance of the operations of the Authority.

(3) Unless approved by the Board, such voluntary contributions shall not be considered to offset any portion of that Constituent Unit's responsibility for budgeted expenditures.

(4) If a Constituent Unit has voluntarily contributed funds for purchase of identified equipment, or has furnished other monies voluntarily pursuant to this Article, all such equipment shall, upon any dissolution of the Authority, become the sole property of the Constituent Unit so furnishing it, and shall not be subject to the procedures otherwise provided for distribution of property upon dissolution or withdrawal.

E. Fees for Trail Use

The Authority may generate additional revenue for its operation from the charging of fees for the exclusive use of certain trail facilities for a limited duration, such as, but not limited to, the rental of a trail pavilion, if any, for a private party or event. The amount of the fees to be charged for such events shall be determined by the Board.

The Authority may not generate revenue through the charging of an admission fee for the trail unless the governing boards of the Constituent Units first approve the charging of an admission fee and the amount of such admission fee.

F. Start-Up Contributions/Annual Operation and Maintenance

~~In order to fund the initial operation of the Authority until such time as a budget has been prepared by the Board and approved by the Constituent Units, each Constituent Unit shall make an initial start-up contribution of \$_____ to the Authority, which shall be paid to the Authority within 30 days after the effective date of this Agreement. The start-up contribution shall be in addition to any contributions required by the budget subsequently prepared by the Board and approved by the Constituent Units.~~

In order to fund the operation and maintenance of the Authority, each Constituent Unit shall make an annual operation and maintenance contribution, as determined by the Board and approved by the Constituent Units. This payment shall be made by each constituent Unit annually on July 1st. Units shall not be required to make payments in excess of the annual operating and maintenance payment unless the excess payments are approved by each of the constituent units.

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Contributions shall be in cash, rather than in-kind property, unless specifically agreed to by all Constituent Units.

ARTICLE XI
WITHDRAWAL

Commencing two years after the effective date of this Agreement, any Constituent Unit may give notice of withdrawal from the Authority, with or without cause. The notice shall be in writing, delivered to the Supervisor or Mayor of the other Constituent Units, and shall specify an effective date of withdrawal, which shall be not less than 6 months nor more than 12 months following the date of such notice.

During the first two years of this Agreement, Constituent Units shall not have a right to withdraw except for cause upon breach of this Agreement by another Constituent Unit. In the case of withdrawal for cause, an aggrieved Constituent Unit shall provide specific written notice of the breach, and allow a period of 60 days for remedy thereof, before giving notice of withdrawal. The party allegedly in default shall be conclusively deemed to be in default unless said party initiates an action for declaratory relief in the Kent County Circuit Court not later than 30 days after being served with notice of withdrawal for default. In the event such a challenge is filed, dissolution shall be suspended until resolution of the issue by the Court. Dissolution may also be effected by joint agreement of the parties at any time.

Upon dissolution, the real property, fixtures and other personal property of the Authority shall be distributed by the Authority in accordance with Article VI and Article X.D(4). Money deposited in accounts of the Authority shall first be used to pay outstanding debts of the Authority and shall then be distributed to the Constituent Units in accordance with their proportional contributions, as stated in Article X.A, unless such accounts include monies voluntarily provided to the Authority pursuant to Article X.D, in which case said monies shall be distributed in accordance with Article X.D(4).

ARTICLE XII DISPUTE RESOLUTION

Section A. Arbitration

Disagreements with respect to the establishment and the maintenance of the Authority that may arise between the Constituent Units, and which cannot be voluntarily resolved, may be submitted to binding arbitration in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association, by agreement of the Constituent Units. The Constituent Units may also submit a dispute to mediation under the Community Dispute Resolution Program or a similar voluntary dispute resolution forum.

Section B. Good Faith Re-negotiation of Agreement Terms

If during the term of this Agreement a Constituent Unit desires to re-negotiate a provision or provisions hereof, such party shall give the other parties written notice of its desire, which notice shall set forth the specific provision or provisions it desires to be re-negotiated. The parties agree upon the giving of such notice they will in good faith re-negotiate such provision or provisions. In the event of the adoption of State or Federal laws materially affecting the terms and conditions of this Agreement, the parties agree to re-negotiate such terms and conditions in good faith.

ARTICLE XIII GENERAL TERMS

A. Notices. Except as otherwise provided, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to be given when dispatched by regular, registered or certified mail, postage prepaid, personal delivery or by telegram confirmed the same day by regular, registered or certified mail, postage prepaid, addressed as follows:

If to Vergennes Township:

P.O. Box 203208
Lowell, Michigan 49331-0208

If to Lowell Charter Township:

2910 Alden Nash Ave., S.E.
Lowell, Michigan 49331

If to the City of Lowell:

301 E. Main Street
Lowell, Michigan 49331-1798

The Constituent Units may, by notice given hereunder, designate a further or different address to which subsequent notices, certificates or other communications may be sent.

B. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

C. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

D. Binding Effect. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

E. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

F. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement. All previous agreements are superseded, as of the effective date of this Agreement.

H. Amendments. This Agreement may not be amended, changed, modified, altered, or assigned except in a writing approved by all Constituent Units.

I. Assignment. This Agreement and all rights and obligations hereunder shall not be assignable unless all Constituent Units agree in writing to such assignment.

J. Waiver. The waiver by any Constituent Unit of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

K. Parties. This Agreement shall be enforceable only as to the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provisions contained herein.

L. Filing. An executed copy of this Agreement, along with certified copies of resolutions adopted by the governing bodies of each Constituent Unit authorizing its execution, shall be promptly filed with the Kent County Clerk and the Michigan Secretary of State. The Constituent

Unit last adopting a resolution approving this Agreement shall be responsible for filing the Agreement and all approving resolutions with the County Clerk and Secretary of State. Amendments to this Agreement shall be filed in the same manner.

ARTICLE XIV
APPROVAL

This Agreement shall be approved by resolution of the governing board of each Constituent Unit, and signed by the Township Supervisor and Clerk, as to the Townships and by the City Mayor and Clerk, as to the City.

ARTICLE XV
EFFECTIVE DATE

This Agreement shall become effective upon its approval in accordance with Article XIV and upon its filing with the Kent County Clerk and the Michigan Secretary of State as set forth in Article XIII.L.

IN WITNESS WHEREOF, the Constituent Units have caused these presents to be signed by their respective duly authorized officers as of the day and year first written above.

VERGENNES TOWNSHIP

By _____
Its: Supervisor

and by _____
Its: Clerk

LOWELL CHARTER TOWNSHIP

By _____
Its: Supervisor

and by _____
Its: Clerk

CITY OF LOWELL

By _____
Its: Mayor

and by _____
Its: Clerk

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CITY MANAGER'S REPORT
August 3, 2015

1. Per your request City Clerk Betty Morlock forwarded to you the election schedule for ballot proposals for the upcoming November election. Ballot wording of proposals qualified to appear on the ballot certified to county and local clerks must be submitted by 4 p.m. on August 11, 2015.
2. We were represented at a meeting with MDOT on the proposed mill and resurface project of M-21. At this point they are looking at next spring and expect it will take eight weeks to complete. They do not expect to detour traffic.
3. Please join us August 6 anytime between 4 p.m. and 7 p.m. for Betty Morlock's retirement reception at the Main Street Inn.

Respectfully submitted,


Mark Howe, City Manager