

CITY OF LOWELL  
CITY COUNCIL AGENDA  
MONDAY, JANUARY 5, 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. December 15, 2014 – Regular Meeting
  - b. December 15, 2014 – Closed Session
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. Review and adoption of Council Rules of Procedure
  - b. Annual Authorization of Signatures for City Bank Accounts and Designation of Depository Banks
  - c. Budget Calendar
  - d. Lowell Historic Museum Update – Pat Allchin
  - e. Grand Rapids Community College – Collection of Summer Property Taxes for 2015
  - f. LCTV Endowment Board Recommendation
  - g. MERS employee contribution
  - h. Resolution 01-15 approving installment purchase agreement to finance the cost of a backhoe.
8. COUNCIL COMMENTS
9. MANAGER'S REPORT
10. APPOINTMENTS
11. CLOSED SESSION
  - a. Union Negotiations
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.



301 East Main Street  
Lowell, Michigan 49331  
Phone (616) 897-8457  
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## MEMORANDUM

TO: Lowell City Council  
FROM: Mark Howe, City Manager  
RE: Council Agenda for Monday, January 5, 2015

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)
  - a. December 15, 2014 – Regular Meeting
  - b. December 15, 2014 – Closed 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. Review and Adoption of Council Rules of Procedure  
A draft Rules of Procedure is enclosed for your consideration.
  - b. Annual Authorization of Signatures for City Bank Accounts and Designation of Depository Banks

The following designations are recommended:

Authorized signatures:

Mayor  
Mayor Pro Tem

City Manager Mark Howe  
City Treasurer Suzanne Olin  
Police Chief Steve Bukala  
Deputy City Treasurer Lori Gerard

Safety Deposit Box:

Betty Morlock  
Susan Ullery  
Luanne Wisniewski

Depository Banks:

Comerica Bank-Grand Rapids	(Grand Rapids)
Huntington Banks	(Lowell)
National City Bank	(Grand Rapids)
Fifth Third Bank	(Lowell, Ada, Grand Rapids)
Bank One-Grand Rapids	(Ada, Grand Rapids)
Standard Federal Bank	(Ada, Grand Rapids)
Firstbank	(Lowell)
Mercantile Bank of West Michigan	(Wyoming)

Recommended Motion: That the Lowell City Council approve the annual authorization of signatures for City Bank Accounts and designation of depository banks as proposed.

c. Budget Calendar

The council is required to annually adopt a budget calendar that outlines the process and dates by which a budget for the ensuing fiscal year will be prepared and adopted. A proposed calendar is being presented for your review and adoption.

Recommended Motion: That the Lowell City Council adopt the Fiscal Year 2015-16 Budget Calendar.

d. Lowell Historic Museum Update – Pat Allchin

Pat Allchin, Director of the Lowell Historic Museum, will be present to present an annual report.

e. Grand Rapids Community College – Collection of Summer Property Taxes for 2015

As in previous years, the Grand Rapids Community College has requested that the City collect the 2015 summer property taxes for the district. The City collects the Grand Rapids Community College property taxes at no fee in exchange for retaining earned interest while the monies are deposited in city accounts.

Recommended Motion: That the Lowell City Council approve the request from the Grand Rapids Community College to collect the 2015 summer property taxes for the district at no fee in exchange for retaining earned interest while the monies are deposited in city accounts.

f. LCTV Endowment Board Recommendation

The LCTV Endowment Board discussed recent action by the council to allocate this year's interest from the LCTV Fund to streets. Following the discussion, the board recommended the following (excerpted from the draft minutes of the meeting):

*IT WAS MOVED BY KENT and seconded by SIMMONDS to request the Lowell City Council notify the LCTV Endowment Board by September 1st of each year regarding their intention of following the normal grant process. The LCTV Endowment Board should also be invited to any discussion the City Council has regarding the LCTV Fund.*

Recommended Motion: That the Lowell City Council adopt the recommendation of the LCTV Endowment Board.

g. MERS employee contribution

The current employee contribution rate to the MERS (Municipal Employee Retirement System) pension is three percent on the first \$4,200 earned and five percent for all amounts thereafter. We negotiated an increase to a straight five percent with the Fraternal Order of Police a year ago. The straight five percent is included in the joint settlement proposal being considered with the IBEW. MERS requires that you authorize a Defined Benefit Plan Adoption Agreement to implement the five percent deduction.

Recommended Motion: That the Lowell City Council authorize a Defined Benefit Plan Adoption Agreement to implement a five percent employee co-pay for Division 10 of the City of Lowell's MERS Defined Benefit Plan.

h. Resolution 01-15 approving financing for John Deere 310 backhoe

At it's December 15 meeting, the City Council approved the purchase of a John Deere 310 backhoe from AIS Construction Equipment.

The following bids were received for a ten year installment purchase:

	<u>Interest</u>
Huntington Bank	2.69
Mercantile Bank	2.75
Macatawa Bank	2.55
First National Bank	2.75

Recommended Motion: That the Lowell City Council approve the resolution for installment purchase with Macatawa Bank at an interest rate of 2.55% for ten years as prepared by City Attorney Richard Wendt.

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 City Manager will give an oral report on any outstanding issues.

## 10. APPOINTMENT(S)

Board of Review  
Alternate Vacancy -

## 11. CLOSED SESSION

### a. Union Negotiations

We will need to go into closed session as allowed under the Open Meetings Act (MCL 15.268 (c)) to discuss union negotiations strategy.

## 12. ADJOURNMENT

**PROCEEDINGS  
OF  
CITY COUNCIL  
OF THE  
CITY OF LOWELL  
MONDAY, DECEMBER 15, 2014, 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, Matt Mayer and Mayor Jim Hodges.

Absent: None.

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

**2. APPROVAL OF THE AGENDA.**

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

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED

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

IT WAS MOVED BY HALL and seconded by ELLISON to approve the special meeting of November 24, 2014 as corrected.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED

IT WAS MOVED BY ELLISON and seconded by ALTOFT to approve the regular minutes of the December 1, 2014 meeting as written.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

IT WAS MOVED BY HALL and seconded by ELLISON to approve the closed session minutes of the December 1, 2014 meeting as written.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

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

IT WAS MOVED BY ELLISON and seconded by HALL that the bills and accounts payable be allowed and the warrants issued.

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

NO: None. ABSENT: None. MOTION CARRIED.

BILLS AND ACCOUNTS PAYABLE (12/15/2014)

General Fund	\$11,335.30
Major Street Fund	4,032.00
Local Street Fund	17,628.17
Downtown Development	1,446.04
Airport Fund	2,751.84
Wastewater Fund	81,871.09
Water Fund	3,059.07
Data Processing Fund	440.00
Equipment Fund	6,458.57

5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

DPW Director Dan DesJarden clarified he is not retiring because of difficulties with City Manager Howe. He would be willing to sit down with anyone and explain why he is retiring.

6. OLD BUSINESS.

- A. Strategic Plan Update. An updated report was provided. City Manager Mark Howe played a video from You Tube showing the Lowell Police Department making traffic stops and instead of issuing tickets they gave Christmas presents. Currently, the video has nearly 25 million views. Police Chief Bukala explained Rob Bliss approached the LPD in October regarding this project. Bukala mentioned this was probably the most rewarding two days of his career.

At the last City Council meeting the Council approved moving forward with design and preparing bid specifications to relocate the lift station and replace the force main with a gravity feed. Also, the final plan for the Downtown Development Plan with cost estimates will be presented to the DDA at its February meeting.

- B. Pending Council Projects Report. The 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. The City is working with both departments to determine how to proceed.

7. NEW BUSINESS

- A. Ordinance Amendment 14-03 – Amend Section 3.02, “District Boundaries,” of Chapter 3 “Zoning District – General,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell.

The Planning Commission has recommended rezoning the properties at 318 East Main and 312 East Main from Industrial to C-2. These properties, known as the former Superior Furniture building, have the potential for future commercial development. In addition, the property owner has applied for a parcel split on one of the properties that will ultimately enable the construction of a parking lot behind the buildings on the 200 block of East Main Street.

It is recommended that the Lowell City Council adopt Ordinance 14-03.

IT WAS MOVED BY ELLISON and seconded by HALL to adopt Ordinance 14-03.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

B. Backhoe Replacement.

The City developed specifications and sought bids to replace the 1986 Case backhoe used by the Department of Public Works. Three total bids were received. Two met the specifications and one did not. The two bids meeting specifications were from AIS Construction Equipment and Michigan CAT.

The specifications included a base model plus options for auxiliary hydraulics and four-wheel drive instead of two-wheel drive. The City also asked the companies to quote trade-in value for the current backhoe. After reviewing the bids, the City felt we may be able to do as well or better than the quoted trade-in values by sending the current backhoe to an auction service. The bid results with the two options are:

AIS Construction Equipment:	\$94,600 for a John Deere 310 SK
Michigan CAT:	\$98,636 for a Caterpillar 420 F

Following the opening of bids, our equipment operators visited and operated both machines and reported that their preference was the John Deere.

In the equipment replacement plan, the City anticipated spending \$100,000 to replace the backhoe this year and to finance the cost of replacement over a 10-year period. The city attorney and treasurer are still working on the details and bid process for financing, however, we are requesting approval for the purchase so that we can lock in the current bid. A request to approve financing will come before you at a later meeting.

It is recommended that the Lowell City Council authorize the purchase of a John Deere 310 SK backhoe from AIS Construction Equipment for \$94,600.

Councilmember Altoft asked if the City tried to go through the State of Michigan with the bid process. City Manager Howe stated there was discussion of going through mideal and taking that price. He wanted to put it out for bid and have them even bid again mideal price to see if they could get a lower price. Howe stated he would check on this.

IT WAS MOVED BY ELLISON and seconded by HALL to authorize the purchase of a John Deere 310 SK backhoe from AIS Construction Equipment for \$94,600.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

C. Kent Intermediate School District – Collection of Summer Property Taxes for 2015.

As in previous years, the Kent Intermediate School District has requested that the City collect the 2015 summer property taxes for the district. The City collects the KISD property taxes at no fee in exchange for retaining earned interest while the monies are deposited in city accounts.

IT WAS MOVED BY ELLISON and seconded by HALL to approve the request from the Kent Intermediate School District to collect the 2015 summer property taxes for the district at no fee in exchange for retaining earned interest while the monies are deposited in city accounts.

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



NO:                None.                ABSENT:                None.                MOTION CARRIED.

D. Fire Department SCBA Equipment.

The SCBA is a pack worn with tanks. A fireman has the ability to change out these tanks at the scene of a fire. The Fire Department has tried three times to obtain funding through a FEMA grant. They have attempted to work with other municipalities. There is at least one municipality still moving forward with this purchase. If the City of Lowell goes in with them, this helps to keep the cost down.

The Fire Board had discussion about this and tried to get an idea of what the final day would be for having to replace this equipment. If you try to phase it in then you could be dealing with two different types which could create confusion.

The Fire Authority recommended replacement of the equipment based on whether or not the municipalities were able to produce the funding for this which total \$111,000 if action is taken by December 30. Another idea being considered is if this could be financed.

Councilmember Mayer stated it is not the cylinders that are out of date, but the frames that hold the cylinders. They are not manufactured anymore.

Councilmember Hall stated the board discussed financing but it wasn't clear if they could legally finance. Hall suggested tabling the issue. There is a deadline of December 31, 2014. We can have a meeting once the townships have met.

IT WAS MOVED BY ALTOFT and seconded by MAYER to table the issue regarding the fire department SCBA equipment.

YES:                5.                NO:    0.                ABSENT:                0.                MOTION CARRIED.

8. MONTHLY REPORTS. No comments were received.

9. COUNCIL COMMENTS.

Councilmember Mayer stated the Fire Board met on December 15, 2014. The next meeting will be January 12, 2015. Mayer stated the townships have yet to meet regarding the SCBA equipment. A motion was made to move the meeting dates to the second Monday of each month.

Councilmember Altoft stated the Airport Board met last week. Everyone did a great job cleaning up the airport. Altoft congratulated Police Chief Bukala on the recent video.

Councilmember Hall stated the Planning Commission discussed rezoning the property at 312 and 318 E. Main Street. The final proposals for the trail connection was reviewed at the LARA meeting. Hall also commented on the LPD video. He was surprised when it hit London and Australia. Hall thanked Rob Bliss and appreciated the creative thinking.

Councilmember Ellison stated the Arbor Board will begin working on the Comprehensive Tree Plan that will be presented to the City Council. DDA discussed the potential parking lot. LCTV Committee met and the progress reports were reviewed for the past years grants. Ellison stated she is very proud of the

police department as well as all of the other departments of the City. Merry Christmas and Happy New Year.

Mayor Hodges stated the Lowell Light and Power Board met last week and reviewed policies. They also continue to progress on the bio-digester. The Chamber of Commerce is having Santa visits. He encouraged everyone to shop Lowell. The Look Memorial Fund met the end of November and granted funds to the Lowell Area Arts Council, Lowell Area Fire Department, Lowell Area Historical Museum, and the American Legion. Hodges also thanked Police Chief Bukala. Merry Christmas and Happy New Year.

#### 10. **MANAGER'S REPORT**

1. We have offered the Water Distribution Supervisor position to Jeff VanSetters. Jeff is currently working for the City of Kentwood and has six years of experience working in water distribution and three years working for a private company as a pipe layer. We are looking forward to welcoming Jeff to the team!
2. The Director of Public Works position has been posted. We will be accepting resumes through January 9, 2015, and hope to have a final candidate selected before March.
3. We have a copy for public review of the Draft Metropolitan Transportation Plan (MTP) developed by the Grand Valley Metropolitan Council. The MTP is a federally-mandated document that lays out the transportation investment priorities for the next 25 years in Kent and eastern Ottawa Counties.
4. Peter Letzmann will be present at the January 26, 2015 work session. He would like to speak with each Councilmember individually so he can put an agenda together.
4. I will be out of the office during the weeks of Christmas and New Year's Day. During that time we will be travelling to Virginia to visit our daughter and grand-daughter. Happy Holidays to everyone!

#### 11. **APPOINTMENTS.**

##### Airport Board

Vacancy – (Jim Myaard currently serving) 01/01/2015

##### Board of Review

Vacancy – (Nancy Wood) 06/30/2015

Alternate Vacancy -

##### Building Authority

Vacancy – (Mark Howe currently serving) 01/01/2015

##### Construction Board of Appeals

Vacancy – (Dan DesJarden currently serving) 01/01/2015

Vacancy – (Greg Canfield currently serving) 01/01/2015

##### Downtown Development Authority

Vacancy – (Mike Sprenger currently serving) 01/01/2015

Vacancy – (Mike Larkin currently serving) 01/01/2015

Downtown Historic District

Vacancy – (Nancy Wood currently serving)

01/01/2015

Vacancy – (Steve Doyle currently serving)

01/01/2015

LCTV Endowment Board

Vacancy – (Dennis Kent currently serving)

12/31/2014

Parks and Recreation Commission

Vacancy – (Susan Pomper currently serving)

01/01/2015

Vacancy – (Nancy Anderson currently serving)

01/01/2015

IT WAS MOVED BY HALL and seconded by ELLISON to approve the appointments as recommended.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

12. **CLOSED SESSION**

A. Union Negotiations

B. Performance of the City Manager

IT WAS MOVED BY ELLISON and seconded by HALL to move to closed session at 7:43 p.m. as allowed under the Open Meetings Act MCL 15.268(c) to discuss union negotiations and personnel issues.

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

NO: 0. ABSENT: 0. MOTION CARRIED.

Council returned to open session at 8:10 p.m.

IT WAS MOVED BY ELLISON to adjourn at 8:13 p.m.

DATE:

APPROVED:

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James W. Hodges, Mayor

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Susan S. Ullery, Deputy City Clerk

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**ORDINANCE NO. 14- 03**

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

Councilmember Ellison, supported by Councilmember Hall,

moved the adoption of the following ordinance:

**THE CITY OF LOWELL ORDAINS:**

**Section 1. Amendment to Chapter 3 of Appendix A.** 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 is amended to amend the zone district classification of real property located at 312 East Main Street, Permanent Parcel Number 41-20-02-430-011, and 318 East Main Street, Permanent Parcel Number 41-20-02-430-012, from I-Industrial District to C-2 Central Business District.

**Section 2. Publication.** After its adoption, the Deputy City Clerk shall publish this ordinance, or a summary thereof, as permitted by law, along with the date of its 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, Mayer and Mayor Hodges

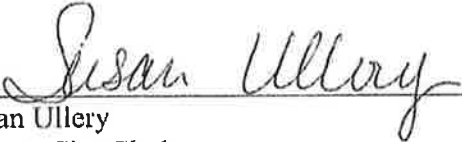
NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

**ORDINANCE DECLARED ADOPTED.**

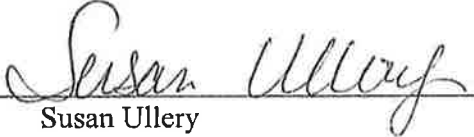
Dated: December 15, 2014

  
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 December 15, 2014, 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, was published in the *Lowell Ledger*, on December 17, 2014. I further certify that the above ordinance was entered into the Ordinance Book of the City on December 27, 2014, and was effective December 27, 2014, ten (10) days after publication.

Dated: December 15, 2014

  
Susan Ullery  
Deputy City Clerk

User: SUEU

EXP CHECK RUN DATES 12/15/2014 - 12/30/2014

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	SIXTY-FIRST DISTRICT COUR	BOND BRANDON SPRINGFIELD	200.00	65642
101-000-084.015	DUE FROM FIRE AUTHORITY	AT&T LONG DISTANCE	LONG DISTANCE	10.88	65645
101-000-222.000	DUE TO COUNTY-TRAILER FEE	KENT COUNTY TREASURER	TRAILER FEES	70.50	65656
101-000-222.001	DUE CO-DELINQ PERS PROP T	KENT COUNTY TREASURER	TAX DISBURSEMENTS	138.29	65629
101-000-223.001	DUE LIB-DELINQ PERS PROP	KENT DISTRICT LIBRARY	TAX DISBURSEMENTS	15.92	65630
101-000-225.000	DUE TO SCHOOL-TRAILER FEE	LOWELL AREA SCHOOLS	TRAILER FEES	282.00	65659
101-000-225.001	DUE SCHL-DELINQ PERS PROP	LOWELL AREA SCHOOLS	TAX DISBURSEMENTS	296.61	65634
101-000-228.009	DUE TO STATE-DELINQ S.E.T	KENT COUNTY TREASURER	TAX DISBURSEMENT	165.79	65629
101-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENTS	129.59	65631
101-000-235.001	DUE TO COM COLLEGE-DELINQ	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENTS	49.36	65627
101-000-236.001	DUE TO LOWELL HISTORICAL	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENTS	6.69	65633
101-000-274.000	UNDISTRIBUTED DELINQUENT	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENTS	9.32	65627
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	TAX DISBURSEMENT	31.31	65629
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	TAX DISBURSEMENTS	23.92	65629
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT DISTRICT LIBRARY	TAX DISBURSEMENTS	1.27	65630
101-000-274.000	UNDISTRIBUTED DELINQUENT	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENTS	1.26	65633
101-000-274.000	UNDISTRIBUTED DELINQUENT	LOWELL AREA SCHOOLS	TAX DISBURSEMENTS	43.29	65634
101-000-274.001	UNDISTRIBUTED TRAILER FEE	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENTS	24.46	65631
Total For Dept 000				1,500.46	
Dept 101 COUNCIL					
101-101-880.000	COMMUNITY PROMOTION	LOWELL AREA CHAMBER	MEMBERSHIP	235.00	65632
Total For Dept 101 COUNCI				235.00	
Dept 209 ASSESSOR					
101-209-860.000	TRAVEL EXPENSES	JEFFREY RASHID	MILEAGE REIMBURSEMENT	36.40	65628
101-209-860.000	TRAVEL EXPENSES	JEFFREY RASHID	MILEAGE REIMBURSEMENT	29.68	65655
Total For Dept 209 ASSESS				66.08	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON, WRIGHT, MOON,	LEGAL SERVICES	1,347.50	65624
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON, WRIGHT, MOON,	LEGAL SERVICES	52.50	65624
Total For Dept 210 ATTORN				1,400.00	
Dept 215 CLERK					
101-215-730.000	POSTAGE	PITNEY BOWES GLOBAL FIN.	LEASING CHARGES	144.00	65638
101-215-850.000	COMMUNICATIONS	NEXTEL COMMUNICATIONS	CELL PHONE CHARGES	57.81	65637
Total For Dept 215 CLERK				201.81	
Dept 265 CITY HALL					
101-265-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	40.00	65605
101-265-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTER	170.00	65665
101-265-850.000	COMMUNICATIONS	COMCAST	INTERNET	295.20	65623
101-265-850.000	COMMUNICATIONS	AT&T	CITY OFFICES	85.92	65644
101-265-850.000	COMMUNICATIONS	AT&T	CITY OFFICES	1,205.39	65644
101-265-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE	89.67	65645
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	1,565.54	65649
101-265-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	SERVICE - CITY HALL	210.00	65622
101-265-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	LOWELL CITY HALL	255.00	65647
Total For Dept 265 CITY H				3,916.72	
Dept 276 CEMETERY					
101-276-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	60.00	65605
101-276-955.000	MISCELLANEOUS EXPENSE	PEP TALK	EMBROIDERY	6.00	65663
Total For Dept 276 CEMETE				66.00	
Dept 301 POLICE DEPARTMENT					
101-301-740.000	OPERATING SUPPLIES	ZEE MEDICAL INC.	SUPPLIES	68.64	65671
101-301-850.000	COMMUNICATIONS	NEXTEL COMMUNICATIONS	CELL PHONE CHARGES	299.60	65637
101-301-850.000	COMMUNICATIONS	AT&T	LPD	969.82	65644
101-301-850.000	COMMUNICATIONS	AT&T	LPD	64.54	65644

User: SUEU

EXP CHECK RUN DATES 12/15/2014 - 12/30/2014

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					
101-301-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE	151.04	65645
101-301-850.000	COMMUNICATIONS	VERIZON WIRELESS	CELL PHONE CHARGES	158.09	65668
101-301-860.000	TRAVEL EXPENSES	BUKALA, STEVE	REIMBURSEMENT - NYC	64.04	65621
101-301-955.000	MISCELLANEOUS EXPENSE	PAAM	RENEWAL SUBSCRIPTION	100.00	65662
101-301-957.000	TRAINING	TRI-TOWN CONSERVATION CLU	ANNUAL	1,000.00	65606
Total For Dept 301 POLICE				2,875.77	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS	PLANNER OF RECORD	1,360.00	65670
Total For Dept 400 PLANNI				1,360.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	PAPER PRODUCTS	97.54	65646
101-441-850.000	COMMUNICATIONS	NEXTEL COMMUNICATIONS	CELL PHONE CHARGES	56.82	65637
101-441-850.000	COMMUNICATIONS	AT&T	DPW	525.55	65644
101-441-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE	15.46	65645
101-441-920.000	PUBLIC UTILITIES	COMCAST CABLE	TV	27.95	65648
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	176.17	65649
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	877.24	65649
101-441-927.000	REPAIR & MAINT. STREET LI	LOWELL LIGHT & POWER	MAINT. OF LIGHTS	344.06	65635
101-441-930.000	REPAIR & MAINTENANCE	LITE'S PLUS	LIGHT FIXTURES	479.88	65658
Total For Dept 441 DEPART				2,600.67	
Dept 523 TRASH					
101-523-802.000	CONTRACTUAL	RED CREEK	580 LEAF BAGS	3,134.00	65639
Total For Dept 523 TRASH				3,134.00	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	88.24	65649
Total For Dept 747 CHAMBE				88.24	
Dept 790 LIBRARY					
101-790-850.000	COMMUNICATIONS	AT&T	LIBRARY	175.99	65644
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	723.75	65649
Total For Dept 790 LIBRAR				899.74	
Dept 804 MUSEUM					
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	395.28	65649
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENTS	56.11	65633
Total For Dept 804 MUSEUM				451.39	
Total For Fund 101 GENERA				18,795.88	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS	BOWES ROAD WEST RESURFACI	322.80	65670
Total For Dept 450 CAPITA				322.80	
Dept 474 TRAFFIC					
202-474-802.000	CONTRACTUAL	GR CITY TREASURER	TRAFFIC SIGNAL MAINTENANC	50.52	65653
Total For Dept 474 TRAFFI				50.52	
Dept 478 WINTER MAINTENANCE					
202-478-850.000	COMMUNICATIONS	NEXTEL COMMUNICATIONS	CELL PHONE CHARGES	12.61	65637
Total For Dept 478 WINTER				12.61	
Total For Fund 202 MAJOR				385.93	
Fund 203 LOCAL STREET FUND					
Dept 474 TRAFFIC					
203-474-740.000	OPERATING SUPPLIES	DORNBOS SIGN & SAFETY INC	OPERATING SUPPLIES	71.10	65652
203-474-802.000	CONTRACTUAL	GR CITY TREASURER	TRAFFIC SIGNAL MAINTENANC	50.52	65653
Total For Dept 474 TRAFFI				121.62	
Dept 478 WINTER MAINTENANCE					
203-478-850.000	COMMUNICATIONS	NEXTEL COMMUNICATIONS	CELL PHONE CHARGES	12.61	65637

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
Dept 478 WINTER MAINTENANCE					
		Total For Dept 478 WINTER		12.61	
		Total For Fund 203 LOCAL		134.23	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	THE ROBERT C. SHAVER CO.,	LIGHT POLES	2,052.00	65640
248-463-740.000	OPERATING SUPPLIES	DORNBOS SIGN & SAFETY INC	OPERATING SUPPLIES	363.00	65652
248-463-740.000	OPERATING SUPPLIES	VICTOR STANLEY	LIGHT POLES	769.00	65669
248-463-930.000	REPAIR & MAINTENANCE	WEST MICHIGAN POWDER COAT	POWDER COATING TRASH CANS	1,125.00	65612
		Total For Dept 463 MAINTENANCE		4,309.00	
Dept 483 ADMINISTRATION					
248-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS	DOWNTOWN DEVELOPMENT PLAN	4,848.76	65670
		Total For Dept 483 ADMINISTRATION		4,848.76	
		Total For Fund 248 DOWNTOWN		9,157.76	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	ERIC NELSON	REIMBURSEMENT - SUPPLIES	210.49	65625
581-000-801.000	PROFESSIONAL SERVICES	DICKINSON, WRIGHT, MOON,	LEGAL SERVICES	52.50	65624
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	36.87	65649
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	22.60	65649
581-000-930.000	REPAIR & MAINTENANCE	MANAIRCO	AIRPORT - SUPPLIES	1,317.93	65636
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	SERVICE CHARGES	49.99	65641
		Total For Dept 000		1,690.38	
		Total For Fund 581 AIRPORT		1,690.38	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	AT&T LONG DISTANCE	LONG DISTANCE	14.07	65645
		Total For Dept 000		14.07	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP 2015	294.42	65661
		Total For Dept 551 COLLECTION		294.42	
Dept 552 CUSTOMER ACCOUNTS					
590-552-730.000	POSTAGE	POSTMASTER	WATER BILLS	200.50	65664
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE REIMBURSEMENT	26.04	65619
590-552-864.000	CONFERENCES & CONVENTIONS	GERARD, LORI	TUITION REIMBURSEMENT	173.25	65626
		Total For Dept 552 CUSTOMER ACCOUNTS		399.79	
		Total For Fund 590 WASTEWATER		708.28	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-801.000	PROFESSIONAL SERVICES	DICKINSON, WRIGHT, MOON,	LEGAL SERVICES	280.00	65624
591-570-802.000	CONTRACTUAL	RED CREEK	COMMERCIAL DUMPSTERS	30.00	65605
591-570-802.000	CONTRACTUAL	ADT SECURITY SYSTEMS, INC	SECURITY - WTP	98.07	65618
591-570-802.000	CONTRACTUAL	TRUGREEN	WTP	105.00	65667
591-570-850.000	COMMUNICATIONS	AT&T	WTP	60.38	65644
591-570-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE	3.46	65645
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	216.61	65649
		Total For Dept 570 TREATMENT		793.52	
Dept 571 DISTRIBUTION					
591-571-850.000	COMMUNICATIONS	NEXTEL COMMUNICATIONS	CELL PHONE CHARGES	50.44	65637
591-571-850.000	COMMUNICATIONS	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP 2015	294.43	65661
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	CELL PHONE CHARGES	40.03	65668
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	141.22	65649
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DECEMBER 2014	269.07	65649



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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 571 DISTRIBUTION					
		Total For Dept 571 DISTRI		795.19	
Dept 572 CUSTOMER ACCOUNTS					
591-572-730.000	POSTAGE	POSTMASTER	WATER BILLS	200.51	65664
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE REIMBURSEMNET	26.04	65619
591-572-864.000	CONFERENCES & CONVENTIONS	GERARD, LORI	TUITION REIMBURSEMENT	173.25	65626
		Total For Dept 572 CUSTOM		399.80	
		Total For Fund 591 WATER		1,988.51	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	COMPUTER REPAIRS/INSTALLA	402.20	65617
636-000-801.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	CEMETERY SOFTWARE SETUP	1,700.00	65620
636-000-801.000	PROFESSIONAL SERVICES	I2 INTEGRATION	2015 YEARLY WEBSITE HOSTI	300.00	65654
		Total For Dept 000		2,402.20	
		Total For Fund 636 DATA P		2,402.20	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	AB SPRING SERVICE, INC.	REPAIR AND MAINTENANCE	663.56	65643
661-895-930.000	REPAIR & MAINTENANCE	RONDA AUTO CENTERS	REPAIR AND MAINTENANCE	24.00	65666
		Total For Dept 895 FLEET		687.56	
		Total For Fund 661 EQUIPM		687.56	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENTS	3,640.43	65629
703-000-223.000	DUE TO LIBRARY	KENT DISTRICT LIBRARY	TAX DISBURSEMENTS	7,089.25	65630
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENTS	84,352.63	65634
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	1,389.35	65629
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENTS	1,086.09	65631
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENTS	413.67	65627
703-000-275.000	DUE TO TAXPAYERS	Chase Home Financial		797.01	65599
703-000-275.000	DUE TO TAXPAYERS	City of Lowell	Anita Miller	109.51	65600
703-000-275.000	DUE TO TAXPAYERS	MALCOLM JERRY		343.60	65603
703-000-275.000	DUE TO TAXPAYERS	Commercial Bank	41-20-02-352-021 George F	3,688.23	65614
703-000-275.000	DUE TO TAXPAYERS	KING MILLING CO		25,833.78	65615
703-000-275.000	DUE TO TAXPAYERS	REAGAN JAMES E & REBECCA		792.64	65616
703-000-275.000	DUE TO TAXPAYERS	Corelogic Real Estate Tax 619 N. Monroe, Lowell, MI		150.00	65651
703-000-275.000	DUE TO TAXPAYERS	Corelogic Real Estate Tax 225 Roberta Jayne Dr, Low		296.12	65651
703-000-275.000	DUE TO TAXPAYERS	Lereta, LLC		189.41	65657
703-000-275.000	DUE TO TAXPAYERS	MILLER ANITA R LIFE ESTAT		1.60	65660
		Total For Dept 000		130,173.32	
		Total For Fund 703 CURREN		130,173.32	

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## INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

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BOTH OPEN AND PAID

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

Fund 101	GENERAL FUND	18,795.88
Fund 202	MAJOR STREET FUN	385.93
Fund 203	LOCAL STREET FUN	134.23
Fund 248	DOWNTOWN DEVELOP	9,157.76
Fund 581	AIRPORT FUND	1,690.38
Fund 590	WASTEWATER FUND	708.28
Fund 591	WATER FUND	1,988.51
Fund 636	DATA PROCESSING	2,402.20
Fund 661	EQUIPMENT FUND	687.56
Fund 703	CURRENT TAX COLL	130,173.32

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166,124.05



# STRATEGIC GOALS REPORT

JANUARY 5, 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 plan with cost estimates will be presented to the Downtown Development Authority at its January meeting. (12/15/14)

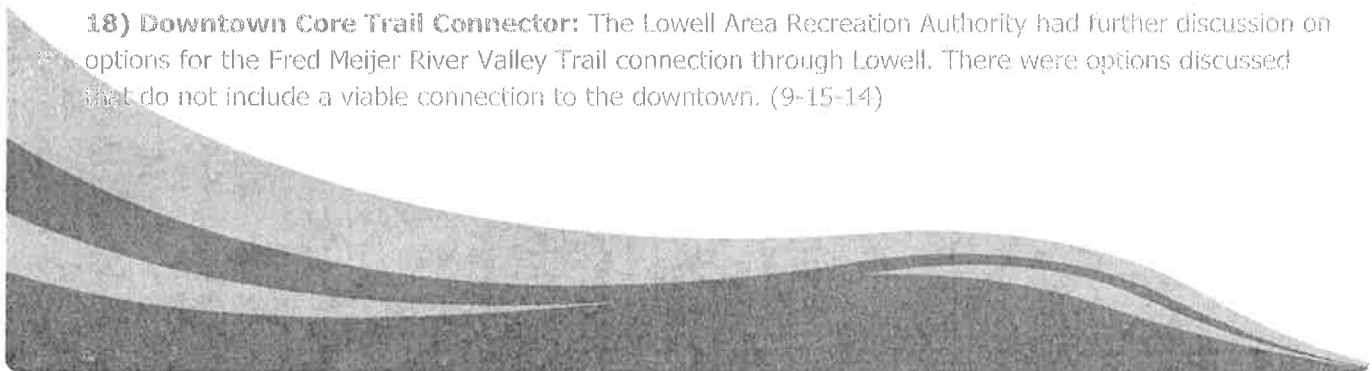
**15) Business Recruitment:** This project will begin this summer. (3/17/14)

## **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)





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## **PENDING COUNCIL PROJECTS REPORT**

**January 5, 2015**

### **UPDATES**

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**Downtown Tower Removal** – No further update.

**Lime Disposal** – No further update.

**Underground Electrical Lines** – No further update.

**Trash Ordinance Update** – No further update.

**Right of Way Ordinance** – No further update.

### **UPDATES**

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#### **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**

(12-15-14) Our engineer is setting a meeting with the DEQ to discuss next steps.

(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.

#### **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.



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## **RULES OF PROCEDURE FOR THE LOWELL CITY COUNCIL**

### **A. REGULAR AND SPECIAL MEETINGS**

All meetings of the City Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

#### **1. Regular meetings**

Regular meetings of the City Council will be held on the first and third Monday of each month beginning at 7 p.m. at the City office unless otherwise rescheduled by resolution of the Council.

#### **2. Special Meetings**

A special meeting shall be called by the Clerk upon the written request of the Mayor or any ~~three~~two members of the Council on at least 24 hours' written notice to each member of the Council served personally or left at the Councilmember's usual place of residence. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the Council unless the item has been stated in the notice of such meeting.

#### **3. Posting requirements for regular and special meeting**

- a. During the second regular meeting of December, the City Council will establish the dates, times and places of the regular bimonthly Council meetings. The listing will be posted in the City offices.
- b. For a rescheduled regular or a special meeting of the Council, a public notice stating the date, time and place of the meeting shall be posted at least 18 hours before the meeting at the City office.
- c. The notice described above is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the City's efforts in responding to the threat.

#### 4. Minutes of regular and special meetings

The Clerk shall attend the Council meetings and record all the proceedings and resolutions of the Council in accordance with the Open Meetings Act. In the absence of the Clerk, the City Manager may appoint a member of City staff to temporarily perform the Clerk's duties.

Within 15 days of a Council meeting, a synopsis showing the substance of each separate decision of the Council or the entirety of the Council proceedings shall be prepared by the Clerk and shall indicate the vote of the Councilmembers. It shall be published in a newspaper of general circulation in the City.

A copy of the minutes of each regular or special Council meeting shall be available for public inspection at the City offices during regular business hours.

#### 5. Study Sessions

Upon the call of the Mayor or the Council and with appropriate notice to the Councilmembers and to the public, the Council may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Councilmember enter into a formal commitment with another member regarding a vote to be taken subsequently.

### B. CONDUCT OF MEETINGS

#### 1. Meetings to be public

All regular and special meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the Council shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

The City Clerk shall record all regular and special City Council meetings by audio device. Upon approval of that meeting's minutes, the audio shall be destroyed except in the absence of a video. The meetings shall be videoed. These will be stored electronically and available to the public for reviewing.

#### 2. Agenda preparation

An agenda for each regular Council meeting shall be prepared by the City Manager with the following order of business:

- a. Call to Order; Pledge of Allegiance, Roll Call
- b. Approval of the Agenda



- c. Approval of Minutes from the Preceding Regular and/or Special Meetings
- d. Approval of Accounts Payable
- e. Citizen Comments for Items Not on the Agenda
- f. Old Business
- g. New Business
- h. Monthly Reports (prepared for the second regular meeting of the month)
- h.i. Council Comments
- i. Monthly Reports (prepared for the second regular meeting of the month)
- j. Manager's Report
- k. Appointments to Commissions and Boards
- l. Executive Session
- m. Adjournment

Any Councilmember shall have the right to add request new/additional items to the regular agenda before the meeting commences during the Approval of the Agenda item of business.

### 3. Agenda distribution

Agendas shall be distributed so that Councilmembers receive their agendas by the Friday evening before the Monday meeting. Agendas will be distributed to Councilmember's place of residence.

### 4. Quorum

A majority of the elected or appointed and serving members of the Council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

### 5. Attendance at council meetings

Election to the City Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in Council activities and represent the residents of the City. Attendance at Council meetings is critical to fulfilling this responsibility.

The Council may excuse absences for cause. Such cause must be communicated with the clerk prior to the meeting. If a Councilmember has more than three unexcused successive absences for regular or special Council meetings, the Council may enact a resolution of reprimand. In the event that the member's absences continue for more than three additional successive regular or special meetings of the Council, the Council may enact a resolution of censure or request the Councilmember's resignation or both.

### 6. Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The Mayor is the presiding officer. The Mayor Pro Tem shall preside in the absence of the Mayor. In the absence of the Mayor and Mayor Pro

Tem, the member present who has the longest consecutive service on the Council shall preside.

#### 7. Disorderly conduct

The Mayor may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by special leave of the Council. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the sergeant at arms to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

### C. CLOSED MEETINGS

#### 1. Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting. MCL 15.268 Sec. 8(a)
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing. MCL 15.268 Sec. 8(c)
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. MCL 15.268 Sec. 8(d)
- d. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council. MCL 15.268 Sec. 8(e)
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting. MCL 15.268 Sec. 8(f)
- f. To consider material exempt from discussion or disclosure by state or federal statute. MCL 15.268 Sec. 8(h)

#### 2. Calling closed meetings

At a regular or special meeting, the Councilmembers, elected or appointed and serving, may call a closed session by a two-thirds roll call vote for purposes (c), (d), (e) and (f) above, and by a simple majority for purposes (a) and (b). The roll call vote, the purpose(s) for calling

the closed meeting, and the time in which the vote was taken shall be entered into the minutes of the open session during which the vote is taken. In addition, the time in which the Council returned to open session shall be recorded in the open session minutes.

3. Minutes of closed meetings

A separate set of minutes shall be taken by the Clerk or the designated secretary of the Council at the closed session. These minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Open Meetings Act. These minutes shall be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

D. DISCUSSION AND VOTING

1. Rules of parliamentary procedure

The rules of parliamentary practice as contained in the latest edition of Robert's Rules of Order shall govern the Council in all cases to which they are applicable, provided that they are not in conflict with these rules, City ordinances or applicable state statutes. The Mayor may appoint a parliamentarian.

The chair shall preserve order and decorum and may speak to points of order in preference to other Councilmembers. The chair shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Councilmembers present.

Any member may appeal to the Council a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the presiding officer may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the chair be sustained?" If the majority of the members present vote "aye," the ruling of the chair is sustained; otherwise it is overruled.

2. Conduct of discussion

During the Council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

No member shall speak more than once on the same question until every member desiring to speak to that question shall have had the opportunity to do so.

The chair, at his or her discretion and subject to the appeal process mentioned in Section D.1., may permit any person to address the Council during its deliberations.

3. Ordinances and resolutions

No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by Council rules.

4. Roll call

In all roll call votes, the names of members of the Council shall be called in alphabetical order.

5. Duty to vote

Election to a deliberative body carries with it the obligation to vote. Councilmembers present at a Council meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A Councilmember who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting.

Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the City Attorney shall be binding on the Council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the City Attorney.

The right to vote is limited to the members of Council present at the time the vote is taken. Voting by proxy or by telephone is not permitted.

All votes must be held and determined in public; no secret ballots are permitted.

6. Results of voting

In all cases where a vote is taken, the chair shall declare the result.

It shall be in order for any Councilmember voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Council. When a motion to reconsider fails, it cannot be renewed.

E. CITIZEN PARTICIPATION

1. General

Each Council meeting agenda shall provide for reserve time for citizen comments as requested.

2. Length of presentation - public hearings and public participation

Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes during any public hearing or public comment. A person representing a group and speaking on behalf of same shall be allowed ten (10) minutes to address the Council. The Clerk shall notify the chair when time has expired.

At the discretion of the chair, the time for speaking may be added or reduced.

3. Person addressing the City Council

Prior to addressing the Council, members of the public shall state their name and address and, if appropriate, group affiliation. The Council may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

4. Deviation

Either in his/her discretion, or upon the request of a member of the Council, the Mayor may recognize a member of the audience who shall be permitted to address the Council at a time other than audience participation; however, all other rules as provided herein shall apply.

5. Request to speak during citizen comments

Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.

6. Requests to speak during regular agenda items

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.

F. MISCELLANEOUS

1. Adoption and amendment of rules of procedure

These rules of procedure of the Council will be placed on the agenda of the first meeting of the Council following the seating of the newly elected Councilmembers for review and adoption. A copy of the rules adopted shall be distributed to each Councilmember.

The Council may alter or amend its rules at any time by a vote of a majority of its members after notice has been given of the proposed alteration or amendment.

2. Suspension of rules

The rules of the Council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that Council actions shall conform to state statutes and to the Michigan and the United States Constitutions.

3. Bid awards

Bids will be awarded by the Council during regular or special meetings. A bid award may be made at a special meeting of the Council if that action is announced in the notice of the special meeting.

4. Special committees

Special committees may be established for a specific period of time by the Mayor or by a resolution of the Council which specifies the task of the special committee and the date of its dissolution.

5. Authorization for contacting the City Attorney

The following officials (by title) are authorized to contact the City Attorney regarding municipal matters:

Mayor and City Councilmembers

City Manager

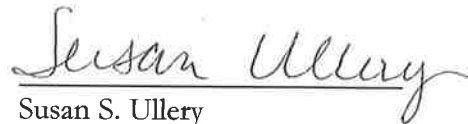
City Department Heads (upon approval of the City Manager)

6. These Rules of Procedure shall apply except as otherwise provided by the City Charter and/or applicable state statutes.

G. CERTIFICATE OF ADOPTION

Certified to be complete and accurate set of Rules of Procedures of the City Council of the City of Lowell, Michigan adopted by resolution of its regular meeting held January 56, 20154.

Adopted: January 56, 20154



Susan S. Ullery  
Deputy City Clerk  
City of Lowell

b. Annual Authorization of Signatures for City Bank Accounts and Designation of Depository Banks

The following designations are recommended:

Authorized signatures:

Mayor  
Mayor Pro Tem

City Manager Mark Howe  
City Treasurer Suzanne Olin  
Police Chief Steve Bukala  
Deputy City Treasurer Lori Gerard

Safety Deposit Box:

Betty Morlock  
Susan Ullery  
Luanne Wisniewski

Depository Banks:

Comerica Bank-Grand Rapids	(Grand Rapids)
Huntington Banks	(Lowell)
National City Bank	(Grand Rapids)
Fifth Third Bank	(Lowell, Ada, Grand Rapids)
Bank One-Grand Rapids	(Ada, Grand Rapids)
Standard Federal Bank	(Ada, Grand Rapids)
Firstbank	(Lowell)
Mercantile Bank of West Michigan	(Wyoming)

Recommended Motion: That the Lowell City Council approve the annual authorization of signatures for City Bank Accounts and designation of depository banks as proposed.

**City of Lowell**  
**Fiscal Year 2015-2016**  
**Budget Calendar**

January 5	<u>Council Meeting</u> – Adoption of the Budget Calendar
January 12	Budget Request Worksheets Distributed to Staff
January 26	<u>Council Work Session</u> – Strategic Planning, Discuss Overall Priorities
February 9	Budget Request Worksheets Due to the City Manager
Feb. 9 – 28	Leadership and Staff Meetings
February 23	<u>Council Work Session</u> – Strategic Planning, Finalize Overall Priorities
March 2 - 20	City Manager Prepares Budget Recommendation
March 23	<u>Council Work Session</u> – Preliminary Budget Recommendation Overview
April 20	<u>Council Meeting</u> – City Manager Presents Budget Recommendation
April 27	<u>Council Work Session</u> – Review Budget Recommendation
May 4	<u>Council Meeting</u> – Budget Discussion
May 18	<u>Council Meeting</u> – Public Hearing and Adoption of Final Budget





# Lowell Area Historical Museum



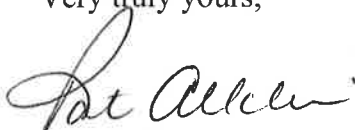
December 10, 2014

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

Dear Mark:

On behalf of the Lowell Area Historical Museum I would like to address the City Council at the January 5, 2015 council meeting to give a brief update on the Museum's activities over the past year. We had an exciting and busy year at the Museum. We believe the Council as well as our residents will be pleased with the Museum's accomplishments and its efforts to preserve the history of our community.

I will look forward to seeing you and all the Council Members on the 5<sup>th</sup>.  
Very truly yours,

  
Pat Allchin  
Executive Director

cc: Betty Morlock

*Merry Christmas  
& a Happy New Year!*

## RESOLUTION OF THE GRAND RAPIDS COMMUNITY COLLEGE

A public meeting of the Board of Trustees of the Grand Rapids Community College was held in the Board Room, Fifth floor, Main Building, on Monday, December 8, 2014 at 4:15 p.m.

### WHEREAS:

1. Section 144 of the Community College Act of 1966, as amended (MCLA 389.144) authorizes the Grand Rapids Community College to levy and collect property taxes "in the same manner and at the same time" as "school district or intermediate school district taxes are being collected by the city or township pursuant to (Part 26 of the School Code of 1976...)".
2. The Grand Rapids Community College has determined that it would be in the best interest of the College to impose a summer property tax levy in the summer of 2015 to collect 100% of the GRCC's property taxes upon the property located within the college district for fiscal year 2015-2016 in the summer of 2015.
3. Part 26 of the School Code of 1976, as amended (MCLA 380.1611, et seq), provides that a school district or intermediate school district may determine by resolution to impose a summer property tax levy of one-half or all of its annual school property taxes.
4. Part 26 of the School Code of 1976, as amended, provides for certain procedural steps to be taken by this Board of Trustees in connection with the imposition of a summer property tax levy and also provides for the manner in which said summer property tax levy shall be collected.

### NOW, THEREFORE, be it resolved that:

1. The Board of Trustees of the Grand Rapids Community College, pursuant to the authority conferred by section 144 of the Grand Rapids Community College Act of 1966, as amended, and by Part 26 of the School Code of 1976, as amended, hereby imposes a summer property tax levy of 100% of school property taxes upon property located within the community college district, for 2015.

Resolution declared adopted.

A handwritten signature in cursive script that reads "Olivia Margo Anderson".

Olivia Margo Anderson, Secretary  
Board of Trustees  
Grand Rapids Community College

The undersigned, duly qualified and acting Secretary of the Board of Trustees of the Grand Rapids Community College, hereby certifies that the foregoing constitutes a true and complete copy of a Resolution adopted by the Board at a public meeting held on December 8, 2014, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" and in accordance with the requirements of both Section 144 of the Community College Act of 1966, as amended, and Part 26 of the School Code of 1976, as amended.

A handwritten signature in cursive script that reads "Olivia Margo Anderson".

Olivia Margo Anderson, Secretary  
Board of Trustees  
Grand Rapids Community College

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 01-15**

**RESOLUTION APPROVING INSTALLMENT PURCHASE AGREEMENT TO FINANCE THE COST OF A BACKHOE, AUTHORIZING EXECUTION OF SAID INSTALLMENT PURCHASE AGREEMENT AND AUTHORIZING THE UNDERTAKING OF ALL OTHER NECESSARY AND REQUIRED ACTS IN CONNECTION WITH THE FINANCING THEREOF**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_,

moved the adoption of the following resolution:

**WHEREAS**, the City of Lowell (the "City") has determined to acquire a backhoe loader (the "Backhoe") at a cost of \$94,600.00 and to finance the costs thereof through an installment purchase; and

**WHEREAS**, the City has selected AIS Construction Equipment Corp., Lansing, Michigan, as the vendor (the "Vendor"), for the Backhoe; and

**WHEREAS**, the cost of the Backhoe is \$94,600.00, and the City has determined to finance the entire cost through an installment purchase; and

**WHEREAS**, under the provisions of Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99"), the City is authorized to enter into an agreement for the acquisition of the Backhoe to be used for public purposes, to be paid for in installments over a period not to exceed the lesser of (a) 15 years or (b) the useful life of the Backhoe acquired as determined by resolution of the City Council; and

**WHEREAS**, the outstanding balance of all such installment purchases by the City under Act 99, exclusive of interest, shall not exceed one and one-quarter percent (1-1/4%) of the equalized assessed value of real and personal property in the City on the date of such agreement or agreements; and

**WHEREAS,** the acquisition of the Backhoe pursuant to an installment purchase agreement will not result in the outstanding balance of all such installment purchases to be in excess of the limitations contained in Act 99 as set forth above; and

**WHEREAS,** the City requested proposals for financing the cost of the Backhoe through an installment purchase agreement pursuant to Act 99; and

**WHEREAS,** the City received proposals from First National Bank of Michigan, Macatawa Bank, Mercantile Bank of Michigan and The Huntington National Bank and the proposal of Macatawa Bank (the "Financial Institution"), has been determined to be the lowest responsive proposal; and

**WHEREAS,** the City Council has had presented to it at this meeting the form Installment Purchase Agreement (the "Agreement") attached hereto as Exhibit A to be entered into by the City, the Financial Institution and the Vendor in connection with such financing, and it is the desire of the City Council to approve and authorize the execution of such Agreement; and

**WHEREAS,** the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Backhoe, i.e. \$94,600.00.

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

1. That the acquisition of the Backhoe is hereby found and declared to be for valid public purposes and in the best interests of the health, safety and welfare of the residents of the City.

2. That the proposal of the Financial Institution is hereby approved and that the cost of the Backhoe in the amount of \$94,600.00 shall be financed through the Financial Institution through an installment purchase at an interest rate of 2.55% per annum by the payment of equal annual payments of principal of \$9,460.00 for ten years commencing May 1, 2015, and ending

May 1, 2024, plus interest on the unpaid principal amount payable annually on May 1 of each calendar year commencing May 1, 2015, through May 1, 2024.

3. That the Agreement is hereby approved substantially in the form presented at this meeting with such additions, changes and modifications as shall be approved by the Mayor and City Clerk or Deputy City Clerk and shall be acknowledged by their execution of the Agreement.

4. That the Backhoe has a useful life extending beyond May 1, 2024, the term of the Agreement.

5. That the City hereby agrees to include in its budget for each fiscal year during the term hereof an amount sufficient to pay when due the principal of and interest coming due under the Agreement during such fiscal year. In addition, the City hereby pledges to levy in each fiscal year *ad valorem* taxes on all taxable property in the City in an amount which, together with other funds available for such purpose, shall be sufficient for the payments required under the Agreement in such fiscal year. Any such tax levy is, however, subject to existing statutory, constitutional and charter tax limitations.

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2015 calendar year.

7. That the City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the Agreement from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code").

8. That the Mayor, City Clerk, Deputy City Clerk, City Treasurer, City Manager, or any of them, are hereby directed and authorized to execute the Agreement and such additional certificates and other documents in a form approved by the City Attorney as shall be necessary to effectuate the closing contemplated by the Agreement.

9. That all resolutions or parts of resolutions insofar as they conflict with the provisions hereof be and the same hereby are rescinded to the extent of such conflict.

YEAS: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: January 5, 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, at a regular meeting held on January 5, 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: January 5, 2015

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

**EXHIBIT A**

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN  
ACT 99 INSTALLMENT PURCHASE, SERIES 2015  
(BACKHOE)**

**INSTALLMENT PURCHASE AGREEMENT**

**THIS INSTALLMENT PURCHASE AGREEMENT** made and executed as of January 15, 2015, (hereinafter referred to as the "Agreement"), by and between the **City of Lowell**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the "City"), **AIS Construction Equipment Corp.**, Lansing, Michigan (hereinafter referred to as the "Vendor"), and **Macatawa Bank**, Grand Rapids, Michigan, as assignee of the Vendor (hereinafter referred to as the "Financial Institution").

**WITNESSETH:**

**WHEREAS**, the City intends to acquire a backhoe loader described on Exhibit A attached hereto (hereinafter referred to as the "Backhoe") from the Vendor for use by the City for public purposes; and

**WHEREAS**, the City desires to pay for the cost of the Backhoe through an installment purchase as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended (hereinafter referred to as "Act 99"); and

**WHEREAS**, the Financial Institution is willing to provide the required funding that will enable the City to acquire the Backhoe on an installment purchase plan pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

**Section 1. Definitions.** The following terms, wherever used in this Agreement shall have the following meanings, unless the context shall indicate another or different meaning:

"Act 99" means Act 99 of the Public Acts of Michigan of 1933, as amended.

"Agreement" means this Installment Purchase Agreement, by and between the City, Vendor and Financial Institution.

"Code" means the Internal Revenue Code of 1986, as amended. Reference to the Code shall also include applicable regulations and proposed regulations thereunder and any successor provisions thereof.



“Financed Funds” means the sum of \$94,600.00 to be provided by the Financial Institution towards the Purchase Price of the Backhoe.

“Financed Purchase Price” means the Purchase Price of the Backhoe, namely \$94,600.00, to be provided pursuant to the terms of this Agreement.

“Financial Institution” means Macatawa Bank, Grand Rapids, Michigan.

“Interest Payment” means the payment of interest on the unpaid principal balance of the Purchase Price in accordance with the schedule set forth in Exhibit B attached hereto.

“Interest Rate” means an interest rate of 2.55% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be May 1, 2015, and subsequent Payment Dates shall be on each May 1 hereafter to and including May 1, 2024.

“Principal Payment” means the payment of a principal installment of the Financed Purchase Price in accordance with the schedule set forth in Exhibit B attached hereto.

“Purchase Price” means the purchase price of the Backhoe in the amount of \$94,600.00 to be financed pursuant to this Agreement.

“State” means the State of Michigan.

“Backhoe” means the backhoe loader described in Exhibit A attached hereto.

“Vendor” means AIS Construction Corp., Lansing, Michigan.

**Section 2. Purchase of Backhoe.** The City agrees to purchase and the Vendor agrees to sell and provide the Backhoe to the City for the Purchase Price pursuant to the terms and conditions of this Agreement. The City has or will pay the Vendor the Purchase Price for the Backhoe from the Financed Funds it receives from the Financial Institution. The Financed Funds will be provided to the Vendor upon receipt and acceptance of the Backhoe by the City.

**Section 3. Assignment of Vendor’s Interest.** The Vendor hereby irrevocably assigns its interest in this Agreement, except for certain warranties, indemnifications, representations and other obligations as hereinafter provided, to the Financial Institution in consideration for the City’s promise to pay the Vendor the Purchase Price of the Backhoe. Such assignment shall not, however, include any warranties, indemnifications, representations or other obligations of the Vendor referenced in Section 15 hereof, and Vendor hereby acknowledges that all of said warranties, indemnifications, representations and other obligations shall not be assigned and shall remain the sole responsibility of the Vendor. The City hereby consents to this assignment in consideration for the Financial Institution’s promise to provide the City an amount

equal to the Financed Purchase Price to be used to pay the Vendor the Purchase Price for the Backhoe. The Financial Institution hereby accepts this assignment and will, upon execution of this Agreement, pay to the City in immediately available funds, an amount equal to the Financed Purchase Price of the Backhoe to be used by the City to pay the Vendor the Purchase Price of the Backhoe in consideration for the City's promise to pay the Financial Institution the Principal Payments and Interest Payments in accordance with Section 4 hereof.

**Section 4. Installment Payments.** The City agrees to pay to the Financial Institution, as assignee of the Vendor, the Principal Payments and Interest Payments on the Payment Dates in accordance with the schedule set forth in Exhibit B attached hereto as payment for the Backhoe on an installment purchase plan in accordance with Act 99.

**Section 5. Payments Unconditional.** The City obligation to the Financial Institution to pay the Principal Payments and Interest Payments and any other amounts owed hereunder is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the City to the Financial Institution, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation, any of the following:

- (a) Any failure of title with respect to the Backhoe;
- (b) The invalidity, unenforceability or termination of this Agreement;
- (c) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;
- (d) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting Vendor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;
- (e) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Vendor from the performance or observation of any obligation, covenant or agreement contained in this Agreement;
- (f) The default or failure of the Vendor fully to perform any of its obligations set forth in this Agreement or any other agreement; or
- (g) Any casualty or destruction of the Backhoe.

The City shall make payments when due and shall not withhold any such payments as a result of any disputes arising between the City and the Vendor or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or

be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Backhoe being inoperative.

**Section 6. Prepayment.** The Principal Payments may not be prepaid by the City without the approval of the Financial Institution.

**Section 7. Ownership of Backhoe.** Upon delivery to and acceptance by the City, ownership of the Backhoe shall vest in the City.

**Section 8. Useful Life of Backhoe.** The City represents that the useful life of the Backhoe is equal to or longer than the date of the final Principal Payment as set forth in Exhibit B attached hereto.

**Section 9. Security for Payment – Limited Full Faith and Credit.** The City agrees to include in its budget for each fiscal year during the term hereof an amount sufficient to pay when due the Principal Payments and Interest Payments coming due under this Agreement during such fiscal year. In addition, the City hereby pledges to levy in each fiscal year *ad valorem* taxes on all taxable property in the City in an amount which, together with other funds available for such purpose, shall be sufficient for the payment of such Principal Payments and Interest Payments in such fiscal year. Any such tax levy is, however, subject to existing constitutional, statutory and charter tax limitations.

**Section 10. Term of Agreement.** This Agreement shall terminate on the final Payment Date indicated on Exhibit B attached hereto or such earlier date that all amounts due hereunder by City to Financial Institution are paid in full.

**Section 11. Representations of the City.** The City makes the following representations:

(a) The City is a home rule city duly organized and legally existing under the constitution and laws of the State.

(b) The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a home rule city.

(c) The City is authorized under the constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(d) This Agreement constitutes a legal, valid, binding and enforceable obligation of the City in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) During the term of this Agreement, the Backhoe will be used exclusively by the City only for the purpose of performing one or more governmental public functions of the City consistent with the permissible scope of the City's authority.

(f) The City will, upon request, annually provide the Financial Institution with a copy of its annual audit within 180 days after the end of each fiscal year of the City during the term of this Agreement.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the City, nor to the best knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement. All actions, authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Agreement or in connection with the carrying out by the City of its obligations hereunder have been obtained.

(h) Neither the payment of the Principal Payments and Interest Payments hereunder nor any portion thereof is directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use (within the meaning of Section 141(b) of the Code) or (ii) payments in respect of such property or (b) to be derived from payments (whether or not to the City) in respect of property, or borrowed money, used or to be used for a private business use (within the meaning of Section 141(b) of the Code). The Backhoe will not be used for any private business use (within the meaning of Section 141(b) of the Code).

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the City is or is to be a party will not violate any judgment, order, law or regulation applicable to the City.

(j) The City has adopted a binding resolution determining the useful life of the Backhoe is equal to or longer than the date of final payment hereunder.

**Section 12. Representations of the Vendor and Financial Institution.** The Vendor and Financial Institution each respectively make the following representations:

(a) It has the legal capacity to execute this Agreement and to carry out its obligations and undertakings hereunder and the person executing this Agreement on its behalf has been duly authorized to do so.

(b) The Agreement is valid, binding and enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

**Section 13. Tax Covenants.** The City hereby agrees to comply with all applicable provisions of the Code that must be satisfied at the time of delivery of or subsequent to delivery of this Agreement in order that the Interest Payments be (or continue to be) excluded from gross income for federal income tax purposes. The City further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds (as that term is used in Section 148 of the Code) of this Agreement which results in this Agreement constituting "arbitrage bonds" within the meaning of such term as used in Section 148 of the

Code and that it will comply with any applicable rebate requirements of Section 148(f) of the Code.

**Section 14. Event of Taxability.** If an Event of Taxability shall occur, as hereinafter defined, all outstanding Principal Payments plus accrued and unpaid interest shall be due and payable and the City shall not later than 30 days following the Event of Taxability pay said amounts to the Financial Institution. An "Event of Taxability" shall mean the issuance of a statutory Notice of Deficiency by the Internal Revenue Service or a ruling of the National Office or any District Office of the Internal Revenue Service, or final decision of a court of competent jurisdiction which holds in effect that, by reason of the City's violation or failure to comply with any applicable provision of the Code, the Interest Payments are includable in the gross income of the Financial Institution for federal income tax purposes.

**Section 15. Vendor's Representations, Warranties and Indemnification.** The Vendor agrees to all of the instructions, terms and conditions as outlines in the City invitation for bids and acceptance thereof by the City or any other agreement between the City and the Vendor to purchase the Backhoe. In the event of a conflict in terms between this Agreement and the above referenced documents, the specific terms of this Agreement shall govern. Representations, warranties and indemnification, if any, with respect to the Backhoe shall not be assigned, but shall remain enforceable by the City against the Vendor. The City's sole remedy for the breach of any such warranties, representations or indemnification shall be against the Vendor. The City expressly acknowledges that the Financial Institution makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor.

**Section 16. Disclaimer of Warranties by Financial Institution.** The Financial Institution makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Backhoe, or warranty with respect thereto. In no event shall the Financial Institution be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning, or the City's use of the Backhoe.

**Section 17. Indemnification by City.** To the extent permitted by the laws and the constitution of the State, the City shall protect, hold harmless and indemnify the Financial Institution from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereto, and expenses in connection therewith, including without limitation, reasonable counsel fees and expenses arising out of the acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Backhoe or any accident in connection with the operation, use, condition, possession, storage or return of the Backhoe resulting in damage to the Backhoe or injury or death to any person. This indemnification shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

**Section 18. Events of Default.** The following shall be an "Event of Default" under this Agreement:

(a) Failure by the City to make the Principal Payments and Interest Payments at the times specified herein; or

(b) Failure of the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed and continuation of such failure for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless the Financial Institution shall agree in writing to an extension of such time prior to its expiration, or unless such failure is other than the payment of money and shall be such that it cannot with due diligence be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until corrected; or

(c) The City shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) commence a proceeding under any federal or state bankruptcy, insolvency, reorganized or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed or unstayed for 60 days; (iii) make an assignment for the benefit of creditors or provide for the entry into any agreement for the composition of creditors; or (iv) have applied for the appointment of a receiver, purchaser or liquidator for it or the whole or any substantial part of its property; or

(d) The City shall materially breach any representation or warranty under this Agreement.

**Section 19. Remedies Upon Default.** Whenever an Event of Default referred to in Section 18 hereof shall occur and be continuing, the Financial Institution shall have the right to exercise the following remedies:

(a) Upon the occurrence of an Event of Default described in Section 18(a) hereof and the failure to cure such Event of Default within 5 days, may declare all of the unpaid Principal Payments and Interest Payments (the portion thereof accrued) to be immediately due and payable, whereupon such amounts shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

**Section 20. Assignment.** This Agreement, and the obligation of the City to make the payments hereunder, may be assigned by the Financial Institution and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the City. The Financial Institution agrees to give notice of assignment to the City and upon receipt of such notice the City agrees to make all payments to the assignee, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that the City may from time to time have against the Financial Institution or the assignee. The Financial Institution's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee, and (ii) the

City receives written notification of the name and address of the assignee. The City hereby designates the Financial Institution or its assignee as its agent to maintain a book entry system in conformance with Section 149(a) of the Code, consisting of a record of ownership that identifies the owner of any interest in this Agreement, which record may be examined by the City at its request. The right to payment of the amounts due hereunder may be transferred only through such book entry system. Anything in the foregoing to the contrary notwithstanding, the Financial Institution's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement.

**Section 21. Notice.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery, or by telegram and confirmed the same day by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of Lowell  
301 E. Main Street  
Lowell, Michigan 49331

If to the Financial Institution:

Macatawa Bank  
126 Ottawa Avenue, N.W.  
Grand Rapids, Michigan 49503

If to the Vendor:

AIS Construction Equipment Corp.  
3960 N. Grand River Avenue  
Lansing, Michigan 48906

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications may be sent.

**Section 22. Governing Law.** This Agreement shall be construed in all respects in accordance with the laws of the State.

**Section 23. 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.

**Section 24. Binding Effect.** The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

**Section 25. Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 26. 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.

**Section 27. 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.

**Section 28. Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the City and Financial Institution.

**IN WITNESS WHEREOF,** the City, Financial Institution and Vendor have caused these presents to be signed all as of the day and year first above written.

**CITY OF LOWELL**  
**"City"**

By: \_\_\_\_\_  
James Hodges  
Mayor

Attest:

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

**MACATAWA BANK**  
**"Financial Institution"**

By: \_\_\_\_\_  
Glenn Getschow  
Vice President, Manager of Government  
Banking and Treasury



**AIS CONSTRUCTION EQUIPMENT CORP.**  
**“Vendor”**

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

Its: \_\_\_\_\_

**EXHIBIT A**

**BACKHOE**

<b>Description</b>	<b>Quantity</b>	<b>Purchase Price</b>
John Deer 310 SK Backhoe Loader	1	\$94,600.00

**EXHIBIT B**

**INSTALLMENT PAYMENTS**

<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Payment</b>	<b>Total Principal and Interest Payment</b>
May 1, 2015	\$9,460.00	\$804.10	\$10,264.10
May 1, 2016	9,460.00	2,171.07	11,631.07
May 1, 2017	9,460.00	1,929.84	11,389.84
May 1, 2018	9,460.00	1,688.61	11,148.61
May 1, 2019	9,460.00	1,447.38	10,907.38
May 1, 2020	9,460.00	1,206.15	10,666.15
May 1, 2021	9,460.00	964.92	10,424.92
May 1, 2022	9,460.00	723.69	10,183.69
May 1, 2023	9,460.00	482.46	9,942.46
May 1, 2024	<u>9,460.00</u>	<u>241.23</u>	<u>9,701.23</u>
<b>Total:</b>	<b>\$94,600.00</b>	<b>\$11,659.45</b>	<b>\$106,259.45</b>