

CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, MARCH 21, 2016, 7:00 P.M.

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES OF PRECEDING REGULAR AND/OR SPECIAL MEETINGS
 - a. March 7, 2016 – Regular Meeting
4. APPROVAL OF ACCOUNTS PAYABLE
 - a. Review invoices submitted by Attorney Katherine Henry
5. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS
 - a. Strategic Goals Report
 - b. Pending Council Projects Report
 - c. Council Training and Information Schedule
 - LARA - Presentation
 - d. Strategic Plan Overview (tabled)
 - e.
7. NEW BUSINESS
 - a. Arbor Board – Comprehensive Tree Plan – 2016-2017
 - b. South Monroe Parking Lot Street and Utility Improvement Projects – Bid Recommendation
 - c. LCTV Grant Recommendations
 - d. Public Hearing – BGR Investments LLC – Establish an Industrial Development District – 318 Main Street
 - e. Amended Joint Fire and Emergency Services Agreement
 - f. Park Use Agreements
 - g. Building Automated System for the Library and City Hall
 - h. Establish Date and Times for Community Profile Related to the City Manager Search
8. MONTHLY REPORTS
9. BOARD/COMMISSION REPORTS
10. APPOINTMENTS TO COMMISSIONS AND BOARDS
 - a. Citizen Appointments (2) – Planning Commission
 - b.
11. MANAGER'S REPORT – Nothing to Report
12. COUNCIL COMMENTS

13. ADJOURNMENT

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

14. WORKSESSION WITH BOARD OF LIGHT AND POWER



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

MEMORANDUM

TO: Lowell City Council

FROM: David Pasquale, Interim City Manager

RE: Council Agenda for Monday, March 21, 2016

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES FROM THE PRECEDING REGULAR AND/OR SPECIAL MEETINGS(S)
 - a. March 7, 2016 – Regular Session Meeting
4. ACCOUNTS PAYABLE
 - Review invoices submitted by Attorney Katherine Henry
5. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS

a. Strategic Goals Report

The report is attached for your review. Related to item 7, I met with a downtown property owner interested in rental rehab on March 14. Ryan Kilpatrick of the Michigan Economic Development Corporation was there to explain the program.

b. Pending Council Projects Report

The report is attached for your review.

c. Council Training and Information Schedule

An updated schedule is attached for your review.

- LARA Presentation

d. Strategic Plan Overview

This item was tabled from the last meeting.

7. NEW BUSINESS

a. Arbor Board Presentation.

The Arbor Board has reviewed and updated the 2016-2017 Comprehensive Tree Plan at the March 14, 2016 meeting as attached.

Recommended Motion: That the Lowell City Council adopts the 2016-2017 Comprehensive Tree Plan as attached by the Arbor Board.

b. South Monroe Parking Lot Street and Utility Improvement Projects – Bid Recommendation.

Bids were received on March 16 for the South Monroe Parking lot, street and utility improvements. In order for the project to commence the property swap between Greg Canfield and Jeff Wilterink must be completed on S. Monroe. A utility easement with Canfield for the Button Factory parcel must be secured. In order for the Button Factory to be sold to the City, Canfield has stated a \$25,000 price. If not provided by an appraisal, the property remains with Canfield and the parking lot is reduced.

Recommended Motion: The City Council approves the bid of C&D Hughes Inc. at a cost of \$688,971.85 with funds provided by the Downtown Development Authority, Major Street Fund, Water and Wastewater Funds. If the Button Factory parcel is not acquired, the parking lot is reduced by 18 spaces.

c. LCTV Grant Recommendations.

The LCTV Endowment Fund Board has reviewed grant applications and is presenting recommendations for your consideration at its March 3, 2016 meeting.

Applicant	Project Name	Amount Requested	Total Cost of Project
City of Lowell	LCTV Fund Administration Expenses	\$4,000.00	\$4,000.00
City of Lowell	Sidewalk Replacement Program	\$27,600.00	\$46,000.00
City of Lowell	2016 Spring/Fall Tree Planting	\$5,000.00	\$7,500.00
City of Lowell	Creekside Park & Stoney Lake Asphalt Maintenance & Repairs	\$15,990.00	\$15,900.00
Lowell Area Fire/ Lowell Police Dept.	Portable Communications Upgrade	\$41,830.00	\$41,830.00
		<u>\$94,420.00</u>	<u>\$115,320.00</u>

Recommended Motion: That the Lowell City Council adopt the recommendations of the LCTV Endowment Fund Board and authorize signatures on the grant agreements.

d. Public Hearing - BGR Investments LLC – Establish an Industrial Development District (P.A. 198 – 318 E. Main. As noted at the March 7, 2016 meeting, BGR Investments LLC

located at 318 E. Main Street be designated as an Industrial Development District under Public Act 198. This would enable the business to secure a property tax abatement.

Recommended Motion: The City Council approve an Industrial Development District under Public Act 198 for purposes of property tax abatement at 318 East Main Street.

- e. Amended Joint Fire and Emergency Services Agreement. The Lowell Area Fire and Emergency Services Board updated its agreement between the City, Lowell and Vergennes Townships. The enclosed amended agreement was approved by the Board at its February 8, 2016 meeting. (as attached).

Recommended Motion: The City Council approve the amended Joint Fire and Emergency Services Board agreement as proposed.

- f. Park Use Agreements. The Parks and Recreation Commission reviewed and recommended approval at its March 15 meeting for parks usage agreements with the YMCA, Lowell Youth Football, Lowell Little League, Lowell Lacrosse and Backyard Dreams. These agreements all extend one year to March 31, 2017 and provide a tournament fee.

Recommended Motion: The City Council approve the parks usage agreements with the YMCA, Lowell Youth Football, Lowell Little League, Lowell Lacrosse and Backyard Dreams.

- g. Building Automated System for the Library and City Hall. As noted in Interim Public Works Director Ron Wood's memo, the heating and cooling systems for the Library and City Hall are outdated. The options 1 and 2 will cover a complete upgrade at a cost of \$39,251.

Recommended Motion: The City Council will provide a building automated system at a cost of \$39,251 for the City Hall and Library provide in the 2016-2017 budget.

- h. Establish date and times for Community Profile related to the City Manager search. With the Michigan Municipal League coordinating a search for the City Manager position, a community profile using City staff, Council and Community leaders needs to be provided as a recruitment tool. A date needs to be established:

April 5th City Council 7 – 9 p.m.

April 12th Staff 3 – 5 p.m.
 Community Leaders 7 – 9 p.m.

8. MONTHLY REPORTS

9. BOARD/COMMISSION REPORTS

10. APPOINTMENTS TO COMMISSIONS AND BOARDS

- a. Citizen Appointments
Planning Commission
Vacancy
Vacancy

06/30/2017
06/30/2018

11. MANAGER'S REPORT

12. COUNCIL COMMENTS

13. ADJOURNMENT

14. WORKSESSION WITH BOARD OF LIGHT AND POWER

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, MARCH 7, 2016, 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 City Clerk Susan Ullery.

Present: Councilmembers Mike Devore, Jim Hodges, Jeff Phillips, Alan Teelander and Mayor Altoft.

Absent: None.

Also Present: City Clerk Susan Ullery, Interim City Manager Dave Pasquale, City Treasurer Sue Olin, Interim DPW Director Ron Woods, Police Chief of Steve Bukala.

2. APPROVAL OF THE AGENDA.

IT WAS MOVED BY HODGES and seconded by DEVORE to approve the agenda as written.

YES: Mayor Altoft, Councilmember DeVore, Councilmember Hodges, Councilmember Phillips and

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

3. APPROVAL OF THE MINUTES FROM THE PRECEDING REGULAR MEETING.

IT WAS MOVED BY DEVORE and seconded by TEELANDER to approve the regular minutes of the February 16, 2016 meeting as written.

YES: Councilmember DeVore, Councilmember Hodges, Councilmember Phillips, Councilmember

Teelander and Mayor Altoft. NO: None. ABSENT: None. MOTION CARRIED.

4. APPROVAL OF THE ACCOUNTS PAYABLE.

Councilmember Hodges asked to discuss Attorney Henry's bills. There are two separate bills – one for \$6,300 and one for \$3,600, totaling \$9,900. He stated while she did provide some detail on the bills, a number of items were done before she was hired. He questioned whether or not the City should pay the invoice and why she was billing the City for services before she was hired under contract. He suggested Attorney Henry resubmit her bills to include more detail and to exclude any items that were entered prior to her being hired.

IT WAS MOVED BY HODGES and seconded by DEVORE to approve the accounts payable as presented, with the exception of the removal of Attorney Henry's invoice.

BILLS AND ACCOUNTS PAYABLE (3/7/2016)

General Fund	\$62,216.66
Major Street Fund	\$2,427.06

Local Street Fund	\$4,203.77
Downtown Development Fund	\$5,187.12
Designated Contributions	\$3,619.16
Airport Fund	\$4,122.16
Wastewater Fund	\$58,879.85
Water Fund	\$28,221.13
Data Processing Fund	\$4,002.04
Equipment Fund	\$3,584.94
Current Tax Collected	\$332,264.11

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

Citizens Perry Beachum, Jim Salzwedal and Maryalene Laponsie all spoke regarding various concerns.

6. **OLD BUSINESS.**

a. **Strategic Goals Report.**

This item was tabled.

b. **Pending Council Project Report.**

Nothing new to report. There should be information to present at the next council meeting.

c. **Council Training and Information Schedule.**

This item was tabled.

d. **Strategic Plan Overview.**

There should be information to present at the next council meeting.

7. **NEW BUSINESS.**

a. **Michigan Municipal League – Executive Search Proposal.**

Kathie Grinzinger from the Michigan Municipal League presented an executive search proposal for the City Council to consider. As noted in the proposal, the League would be involved from developing recruitment files, screening resumes, and the recruitment selection process. The cost is \$10,000.

In addition, the League is recommending a more involved process which facilitates involvement of community leaders. The cost is \$5,000.

It was moved by HODGES and seconded by DEVORE to approve a contract with the Michigan Municipal League for the City Manager search process at a cost of \$15,000.

YES: Councilmember Phillips, Councilmember Teelander, Mayor Altoft, Councilmember DeVore

and Councilmember Hodges.

NO: None.

ABSENT: None.

MOTION CARRIED.

b. **Striking of Delinquent Taxes.**

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

A memo was given to council that provided additional information on the request to strike \$118.72 from the personal property tax rolls.

It was moved by HODGES and seconded by DEVORE to approve striking \$118.72 from the personal property tax rolls due from Riverbend Salon.

YES: Councilmember Teelander, Mayor Altoft, Councilmember DeVore, Councilmember Hodges and Councilmember Phillips. NO: None. ABSENT: None. MOTION CARRIED.

c. Kent Intermediate School District – Summer Tax Collection - 2016.

As in previous years, the Kent Intermediate School District has requested that the City collect the 2016 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 into the city accounts.

IT WAS MOVED BY DEVORE and seconded by TEELANDER to approve the request from Kent ISD to collect the 2016 summer property taxes for the district at no fee in exchange for retaining earned interest while the monies are deposited in the city accounts.

YES: Mayor Altoft, Councilmember DeVore, Councilmember Hodges, Councilmember Phillips and Councilmember Teelander. NO: None. ABSENT: None. MOTION CARRIED.

d. Big Boiler Brewing, LLC – Establish Public Hearing for an Industrial Facilities Exemption Certificate (P.A. 198) (3/21).

Big Broiler Brewing, LLC has requested that the property located at 318 East Main Street be designated as an Industrial Development District under Public Act 198. This would enable the business to secure property tax abatement. A public hearing should be established for this purpose.

IT WAS MOVED BY TEELANDER and seconded by PHILLIPS to establish a public hearing for March 21, 2016 to consider an Industrial Development District under Public Act 198 for purposes of property tax abatement at 318 East Main Street.

YES: Councilmember DeVore, Councilmember Hodges, Councilmember Phillips, Councilmember Teelander and Mayor Altoft. NO: None. ABSENT: None. MOTION CARRIED.

e. Election of Zoning Board of Appeals Chair.

The City Council acting as the Zoning Board of Appeals needs to elect a Chair for the conducting of their meetings.

IT WAS MOVED BY ALTOFT and seconded by DEVORE to elect Alan Teelander as Chair of the Zoning Board of Appeals.

YES: 5 NO: None. ABSENT: None. MOTION CARRIED.

f. ZBA – Public Hearing – Variance – 119, 121, 125 and 127 Monroe Street.

As noted in the February 29, 2016 memo prepared by Williams and Works, the City of Lowell is seeking a variance regarding the construction of a parking lot at South Monroe Street. As a special use within the Central Business District, no parking any closer than a minimum of 20 feet of the Monroe Street right-of-way is permitted. This would result in losing 8-10 parking spaces. Thus, a variance was requested.

The Planning Commission will consider the special use at its March 14 meeting.

IT WAS MOVED BY HODGES and seconded by PHILLIPS to approve the parking lot variance at 119,121,125 and 127 South Monroe. The Planning Commission will consider the special use at its March 14 meeting.

YES: Councilmember Phillips, Councilmember Teelander, Mayor Altoft, Councilmember DeVore and Councilmember Hodges. NO: None. ABSENT: None. MOTION CARRIED.

8. BOARD/COMMISSIONS REPORTS.

Councilmember Hodges stated that the Arbor Board will meet on March 14 at noon. The LCTV Endowment Board met on March 3 and a report with recommendations to the City Council will be at their next meeting on March 21. The LOOK Committee grant requests are due by 4:00 p.m. on April 29. The committee is scheduled to review those requests on May 11 at 4:00 p.m. at City Hall and final recommendations will be determined around May 18 at 4:00 p.m. Recommendations will come to the City Council at the June 6 meeting.

Councilmember Phillips met with the Historical District Commission and the Big Boiler Brewery was presented at this meeting. They are looking to apply for grants that include: Exterior changes to be made include doors, windows, painting, new roof and brick work. He is also working on State and other local grants for this project. There were a few other local minor replacements as well.

Councilmember Teelander discussed the last DDA Meeting. M-21 will be paved by the State via mill/grind. A presentation was given by Williams & Works regarding parking issues and parking possibilities. The Summer Concert Series was approved. There was also some discussion about the downtown clock – it sprung forward before it should have, and that is being taken care of.

Councilmember DeVore stated that the LARA Board meets Wednesday at 6:00 p.m.

Mayor Altoft attended the Fire Board meeting and they are moving ahead and taking applications to hire a new Fire Chief.

9. **APPOINTMENTS TO COMMISSIONS AND BOARDS.**

a. Citizen Appointments – Planning Commission

Mayor Altoft asked that they wait until the next meeting to discuss this to allow them more time to review the candidate resumes.

b. DDA Representative – Council/Interim City Manager

The City Manager normally fills this position until they are no longer a City Manager. Dave Pasquale was appointed to this position.

c. GVMC – Council/Interim City Manager

IT WAS MOVED BY DEVORE and seconded by TEELANDER to appoint Dave Pasquale to the Grand Valley Metro Council until he is finished serving as the Interim City Manager.

YES: Councilmember Teelander, Mayor Altoft, Councilmember DeVore, Councilmember Hodges and Councilmember Phillips. NO: None. ABSENT: None. MOTION CARRIED.

d. Building Authority – Council/Interim City Manager

Dave Pasquale was appointed to this position.

10. **MANAGER'S REPORT.**

1. A question was raised regarding whether or not the City had a Five Year Street Plan. A copy of what was approved by the City Council at its September 8, 2015 meeting is enclosed in your packet.
2. A question was raised regarding the City's Sidewalk Replacement and Enforcement Program. A copy of what was discussed at the May 26, 2015 worksession is enclosed in your packet.
3. As mentioned to you previously, the Michigan Municipal League will hold its Capital Conference in Lansing on Wednesday, March 23. This gives elected officials the opportunity to hear issues which affect municipalities. Are you interested in attending?
4. Several communities, including Portland have expressed an interest in a Mayor Exchange this summer. This gives elected and appointed officials a chance to interact with those of another community. Are you interested?

11. **COUNCIL COMMENTS.**

Councilmember Teelander thanked everyone for coming. Welcomed anyone to email him or get in touch with him if they'd like to talk. He also reminded everyone to set their clocks ahead this weekend.

Councilmember Phillips and DeVore had no further comments.

Mayor Altoft thanked everyone for coming.

Councilmember Hodges discussed the budgetary hit from firing Mr. Howe and feels it will have an effect on the streets and/or sidewalks. He's assuming the budget will have approximately \$60,000-\$70,000 less in it than originally planned.

12. **ADJOURNMENT.**

IT WAS MOVED BY HODGES and seconded by DEVORE to adjourn at 8:07 p.m.

DATE:

APPROVED:

Jeff Altoft, Mayor

Susan Ullery, City Clerk

User: LORI

EXP CHECK RUN DATES 03/08/2016 - 03/18/2016

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	63RD DISTRICT COURT	BOND BRADLEY TITCOMBE	100.00	67563
101-000-040.000	ACCOUNTS RECEIVABLE	STATE OF MICHIGAN	IFT 2014	3,778.30	67588
101-000-084.015	DUE FROM FIRE AUTHORITY	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	1.20	67565
101-000-085.000	DUE FROM LIGHT & POWER	LOWELL LIGHT & POWER	FOIA REIMBURSEMENT - BOWN	13.14	67556
101-000-222.001	DUE CO-DELINQ PERS PROP T	KENT COUNTY TREASURER	TAX DISBURSEMENT	12.40	67551
101-000-223.001	DUE LIB-DELINQ PERS PROP	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	2.02	67552
101-000-225.001	DUE SCHL-DELINQ PERS PROP	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	29.90	67555
101-000-228.009	DUE TO STATE-DELINQ S.E.T	KENT COUNTY TREASURER	TAX DISBURSEMENT	13.80	67551
101-000-234.001	DUE INTERMED SCHL-DELINQ	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	10.78	67553
101-000-235.001	DUE TO COM COLLEGE-DELINQ	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	4.10	67548
101-000-236.001	DUE TO LOWELL HISTORICAL	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	0.55	67554
101-000-274.000	UNDISTRIBUTED DELINQUENT	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	2.71	67548
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	TAX DISBURSEMENT	9.11	67551
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	TAX DISBURSEMENT	8.03	67551
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	1.21	67552
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	7.12	67553
101-000-274.000	UNDISTRIBUTED DELINQUENT	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	0.36	67554
101-000-274.000	UNDISTRIBUTED DELINQUENT	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	18.83	67555
101-000-478.000	FREEDOM OF INFORMATION RE	LOWELL LIGHT & POWER	FOIA DUE TO L&P	88.02	67579
Total For Dept 000				4,101.58	
Dept 101 COUNCIL					
101-101-955.000	MISCELLANEOUS EXPENSE	HOOPER PRINTING	BUSINESS CARDS - HODGES	37.10	67573
Total For Dept 101 COUNCI				37.10	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH 3/8/2016	37.23	67545
101-191-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	16.64	67560
101-191-740.000	OPERATING SUPPLIES	ULLERY, SUSAN	REIMBURSEMENT FOR ELECTIO	62.07	67593
101-191-860.000	TRAVEL EXPENSES	PETTY CASH	PETTY CASH 3/8/2016	17.28	67545
101-191-900.000	PRINTING	LOWELL LEDGER	STATEMENT OF ACCOUNT	94.50	67578
Total For Dept 191 ELECTI				227.72	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	KCI	ASSESSMENT NOTICE MAILING	333.99	67574
101-209-740.000	OPERATING SUPPLIES	MMAAO	CONTINUING ED - J RASHID	40.00	67582
101-209-740.000	OPERATING SUPPLIES	OTTAWA COUNTY EQUALIZATIO	TRAINING - J RASHID	30.00	67584
101-209-900.000	PRINTING	LOWELL LEDGER	STATEMENT OF ACCOUNT	285.00	67578
Total For Dept 209 ASSESS				688.99	
Dept 215 CLERK					
101-215-730.000	POSTAGE	PETTY CASH	PETTY CASH 3/8/2016	1.20	67545
101-215-900.000	PRINTING	LOWELL LEDGER	STATEMENT OF ACCOUNT	594.00	67578
Total For Dept 215 CLERK				595.20	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	48.57	67591
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH 3/8/2016	9.78	67545
101-265-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	STATEMENT OF ACCOUNT	15.59	67586
101-265-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	186.50	67565
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	CABLE TV	149.85	67568
Total For Dept 265 CITY H				410.29	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	15.99	67566
Total For Dept 276 CEMETE				15.99	
Dept 294 UNALLOCATED MISCELLANEOUS					
101-294-955.000	UNALLOCATED MISCELLANEOUS	HOPE NETWORK WEST MICHIGA	FEBRUARY SERVICES	304.00	67549
Total For Dept 294 UNALLO				304.00	

User: LORI

EXP CHECK RUN DATES 03/08/2016 - 03/18/2016

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					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LPD LIVE SCAN	44.75	67589
101-301-727.000	OFFICE SUPPLIES	PETTY CASH	PETTY CASH	16.92	67560
101-301-727.000	OFFICE SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	10.98	67566
101-301-727.000	OFFICE SUPPLIES	HOOPER PRINTING	ID BADGE - CHAPMAN	25.00	67573
101-301-740.000	OPERATING SUPPLIES	CHROUCH COMMUNICATIONS, I	BATTERY	64.00	67567
101-301-740.000	OPERATING SUPPLIES	NAPA AUTO PARTS	STATEMENT OF ACCOUNT	12.69	67583
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORMS	182.98	67557
101-301-744.000	UNIFORMS	CURTIS CLEANERS	STATEMENT OF ACCOUNT	242.10	67570
101-301-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	242.71	67565
101-301-850.000	COMMUNICATIONS	SPRINT	STATEMENT OF ACCT	312.15	67587
101-301-930.000	R & M EQUIPMENT	LYNN PEAVEY COMPANY	LPD R & M	23.50	67580
101-301-955.000	MISCELLANEOUS EXPENSE	GR CITY TREASURER	PARKING	69.00	67571
101-301-957.000	TRAINING	SUPER T KARATE	DEFENSIVE TACTICS CLASS -	400.00	67590
Total For Dept 301 POLICE				1,646.78	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BRECKEN, RALPH	REIMBURSEMENT FOR AXLE	33.34	67547
101-441-740.000	OPERATING SUPPLIES	NAPA AUTO PARTS	STATEMENT OF ACCOUNT	143.44	67583
101-441-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	94.87	67565
101-441-955.000	MISCELLANEOUS EXPENSE	THREE BROTHERS	INTERVIEW LUNCH	48.50	67561
101-441-955.000	MISCELLANEOUS EXPENSE	MICHIGAN MUNICIPAL LEAGUE	WEBSITE AD - DPW DIRECTOR	85.00	67581
Total For Dept 441 DEPART				405.15	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	BRECKEN, RALPH	REIMBURSEMENT FOR AXLE	33.33	67547
Total For Dept 751 PARKS				33.33	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	40.79	67591
Total For Dept 790 LIBRAR				40.79	
Dept 804 MUSEUM					
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	20.21	67554
Total For Dept 804 MUSEUM				20.21	
Total For Fund 101 GENERA				8,527.13	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-802.000	CONTRACTUAL	SANISWEEP, INC.	STREET SWEEPING	800.00	67585
202-463-850.000	COMMUNICATIONS	SPRINT	STATEMENT OF ACCT	12.71	67587
Total For Dept 463 MAINTEN				812.71	
Dept 474 TRAFFIC					
202-474-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	STATEMENT OF ACCOUNT	8.06	67592
202-474-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	STATEMENT OF ACCOUNT	47.97	67586
Total For Dept 474 TRAFFI				56.03	
Total For Fund 202 MAJOR				868.74	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-850.000	COMMUNICATIONS	SPRINT	STATEMENT OF ACCT	12.71	67587
Total For Dept 463 MAINTEN				12.71	
Dept 474 TRAFFIC					
203-474-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	STATEMENT OF ACCOUNT	47.97	67586
Total For Dept 474 TRAFFI				47.97	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	STATEMENT OF ACCOUNT	67.27	67586
Total For Dept 478 WINTER				67.27	
Total For Fund 203 LOCAL				127.95	

03/18/2016 03:23 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 03/08/2016 - 03/18/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 3/5

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH 3/8/2016	3.49	67545
248-463-740.000	OPERATING SUPPLIES	BRECKEN, RALPH	REIMBURSEMENT FOR AXLE	33.33	67547
Total For Dept 463 MAINTENANCE				36.82	
Dept 740 COMMUNITY PROMOTIONS					
248-740-880.000	COMMUNITY PROMOTION	PETTY CASH	PETTY CASH	57.34	67560
Total For Dept 740 COMMUNITY PROMOTIONS				57.34	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY				94.16	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ENERGY CHARGES - AIRPORT	19.18	67569
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	67594
Total For Dept 000				69.17	
Total For Fund 581 AIRPORT FUND				69.17	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	15.59	67565
Total For Dept 000				15.59	
Dept 551 COLLECTION					
590-551-744.000	UNIFORMS	ACTION INDUSTRIAL SUPPLY	WATER DEPT UNIFORMS	49.73	67546
590-551-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	STATEMENT OF ACCOUNT	19.99	67592
Total For Dept 551 COLLECTION				69.72	
Total For Fund 590 WASTEWATER FUND				85.31	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	32.67	67566
591-570-955.000	MISCELLANEOUS EXPENSE	LOWELL LEDGER	STATEMENT OF ACCOUNT	315.90	67578
Total For Dept 570 TREATMENT				348.57	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	40.28	67560
591-571-744.000	UNIFORMS	ACTION INDUSTRIAL SUPPLY	WATER DEPT UNIFORMS	49.73	67546
591-571-850.000	COMMUNICATIONS	SPRINT	STATEMENT OF ACCT	51.80	67587
591-571-930.000	REPAIR & MAINTENANCE	TIP TOP GRAVEL CO.	CRUSHED ASPHALT & SAND	939.35	67559
591-571-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	STATEMENT OF ACCOUNT	4.29	67592
Total For Dept 571 DISTRIBUTION				1,085.45	
Total For Fund 591 WATER FUND				1,434.02	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	PROFESSIONAL SERVICES	841.00	67564
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	PROFESSIONAL SERVICES	105.94	67564
Total For Dept 000				946.94	
Total For Fund 636 DATA PROCESSING FUND				946.94	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	GTW	EQUIP FUND SUPPLIES	42.62	67572
661-895-741.000	FUEL	PETTY CASH	PETTY CASH 3/8/2016	31.48	67545
661-895-930.000	REPAIR & MAINTENANCE	INTERSTATE BILLING SERVICE	EQUIP FUND SUPPLIES	367.94	67550
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	STATEMENT OF ACCOUNT	202.47	67583
661-895-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	STATEMENT OF ACCOUNT	4.99	67592
Total For Dept 895 FLEET MAINT. & REPLACEMENT				649.50	
Total For Fund 661 EQUIPMENT FUND				649.50	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	11,675.70	67551
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	8.49	67575
703-000-223.000	DUE TO LIBRARY	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	10,343.93	67552
703-000-223.000	DUE TO LIBRARY	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	8.11	67576
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	85,597.01	67555
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	25.35	67577
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	1,195.12	67551
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	954.15	67553
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	355.82	67548
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	KENT COUNTY TREASURER	TAX DISBURSEMENT - WINTER	230.24	67551
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	KENT DISTRICT LIBRARY	TAX DISBURSEMENT - WINTER	220.25	67552
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	LOWELL AREA SCHOOLS	TAX DISBURSEMENT - PA 198	14,641.20	67555
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	STATE OF MICHIGAN	STATE SHARE WINTER IFT 20	10,669.18	67595
Total For Dept 000				135,924.55	
Total For Fund 703 CURREN				135,924.55	

03/18/2016 03:23 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 03/08/2016 - 03/18/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 5/5

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

Fund 101	GENERAL FUND	8,527.13
Fund 202	MAJOR STREET FUN	868.74
Fund 203	LOCAL STREET FUN	127.95
Fund 248	DOWNTOWN DEVELOP	94.16
Fund 581	AIRPORT FUND	69.17
Fund 590	WASTEWATER FUND	85.31
Fund 591	WATER FUND	1,434.02
Fund 636	DATA PROCESSING	946.94
Fund 661	EQUIPMENT FUND	649.50
Fund 703	CURRENT TAX COLL	135,924.55

148,727.47



STRATEGIC GOALS REPORT

MARCH 21, 2016

TIER ONE

1) Street Asset Management Plan: Ron Woods has prepared a draft plan which we are reviewing and hope to bring to you in the future. (12-21-15)

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

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

4) Wastewater Inflow & Infiltration: A final report has been completed by Prein & Newhoff. They are prepared to make a presentation to the council giving some history on the analysis leading up to obtaining the DEQ SAW Grant and the decision to move the wastewater lift station. (12-7-15)

5) Downtown Trail Connector: LARA would like councilmembers to attend their December 2, 2015, meeting so that their plan and recommended route can be presented. (11-16-15)

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

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

8) Economic Development Staff: There was discussion with the Downtown Development Authority about the concept of hiring a full-time economic development staff person. There seemed to be a consensus on the concept so our next step will be to bring a proposed job description and other details back to the DDA for further consideration. (11-16-15)

CITY OF LOWELL STRATEGIC GOALS REPORT

TIER TWO

1) Promote Accomplishments: We have launched our Twitter account and are posting tweets about city and community events. (12-21-15)

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

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

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

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

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

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

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

TIER THREE

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

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

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





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

PENDING COUNCIL PROJECTS REPORT

March 21, 2016

UPDATES

Underground Electrical Lines – No further update.

Trash Ordinance Update – No further update.

Right of Way Ordinance – No further update.

UPDATES

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.

2016 Council Training and Information Schedule

January 19 (Tuesday, MLK Holiday)

- **Strategic Planning Overview – not completed**

February 1

- **Light & Power - completed**
- **Equipment Replacement Plan – not completed**

February 16 (Tuesday, President's Day)

- **Water and Wastewater Systems – not completed**
- **Street Plan and Asset Management – not completed**
- **Strategic Planning, Finalize Overall Priorities – not completed**

March 7

- **City Finances and Fund Accounting – not completed**
- **LCTV Fund, Look Memorial, Carr Funds, Lee Fund – not completed**
- **Sidewalk Repair and Replacement – not completed**
- **Community Facilities – not completed**

March 21

- **Preliminary Budget Recommendations**
- **Arbor Board and Urban Forest Initiative**
- **Parks & Recreation, LARA, Trails**

April 4 (Spring Break week)

-

April 18

- **City Manager's Budget Recommendation**

May 2

- **Budget Review and Discussion**

May 16

- **Public Hearing and Adoption of Final Budget**
- **Planning & Zoning**

June 6

- Downtown Development Authority
- Historic District Commission

June 20

-

July 5 (Tuesday, Fourth of July week)

-

July 18

-

August 1

-

August 15

-

September 6 (Tuesday, Labor Day week)

-

September 19

-

October 3

-

October 17

-

November 7

-

November 21 (Thanksgiving week)

-

December 5

-

December 19 (Christmas week)

-

Arbor Board

Official Comprehensive Tree Plan 2016-2017

Report to the Lowell City Council

Introduction

An urban forest is a valuable asset to any city. Trees improve the quality of our air and water, reduce our energy costs by providing shade, they reduce noise pollution, increase our property values, and make a neighborhood a more attractive and desirable place to live, work, and shop.

Trees have other benefits, too. Especially in an urban environment, tree canopies filter and absorb toxic gases including carbon monoxide, nitrogen dioxide and sulphur dioxide. Trees have also been shown to be very effective at trapping fine dusts and toxic particles, the trapped dust being washed to the ground by rain.

If you look out your window and see a tree, do you know what kind of a tree it is? Do you know how healthy it is? Do you know how old it is? Does it matter?

Benefits of Community Trees: As architectural elements, trees create interest with their ever changing colors and textures. They act as unifiers, pulling together disparate elements in the urban landscape. They serve to soften and smooth (or de-emphasize) harsh angles and lines of individual buildings.

As articulators, trees help to clarify, delineate, and emphasize areas. Because of their natural beauty, trees help to humanize harsh city landscapes by encouraging people to stop, reflect, and relax. Trees modify the urban climate by slowing wind movement, reducing irritating noise levels, controlling glare and reflection from buildings, cooling city streets in summer, and purifying air as they filter out pollutants and add oxygen to the immediate environment.

Properly placed trees can reduce residential heating and cooling costs by an estimated 20 to 50 percent. Trees also have real estate value. According to the U.S. Forest Service, trees increase property values by 10 to 15 percent.

Roles and Responsibilities

The general powers granted to the City of Lowell through its charter define the role of the City Council, the Arbor Board and the City Manager (and staff). Generally, the charter states the following under Section 3.1:

Providing for the control over all trees, shrubs and plants in the public streets, highways, parks, or other public places in the City, all dead and diseased trees on private property and trees on private property overhanging the street, sidewalk, or public places, including the removal thereof and assessing the cost thereof against the abutting property as a special assessment.

City Council: The City Council has overall responsibility for setting policy and vision and ensuring that activities of the Arbor Board and the City Manager relating to trees support the overall vision and mission. Specifically the City Council:

- Consents to appointments to the Arbor Board as directed by the Mayor.
- Approves an annual plan submitted to the Council by the Arbor Board.
- Approves a budget that appropriates resources to implement the annual plan and for other tree-related activities.
- Sets fees and special assessment districts for removal and replacement of trees.

City Arbor Board: The Arbor Board was organized in 2007 in response to citizen concerns that action needed to be taken to offset the impact of trees being removed through infrastructure growth and improvements. At the time, the city was lacking an overall policy pertaining to the removal and replacement of trees within the community. With the creation of the Arbor Board there is greater interaction between citizens and city staff that results in the creation and implementation of a long-term plan.

The duties and responsibilities of the Lowell Arbor Board are defined in Chapter 23 of the Code of Ordinances for the City of Lowell. Specifically the Arbor Board:

- Shall study, investigate, counsel, and develop, annually update and administer a written plan for the care preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in public parks, along public streets and roads, within public right-of-ways and within other public areas.
- At the request of the City Council, consider, investigate, make findings, and report and make recommendations on any matter or question within the scope of its work.
- Work with the City Manager and staff to administer the Comprehensive Tree Plan.

City Manager and Staff: The City Manager has specific duties outlined in the City Charter relating to trees and carries out these duties with the assistance of qualified staff. Specifically the City Manager must:

- Provide technical assistance to the Arbor Board and ensure that the Comprehensive Tree Plan is implemented.
- Accept application from any person desiring to plant shade or ornamental trees in any public right-of-way and make a determination providing whether or not such trees may be planted.
- Authorize trimming of trees standing in or that may overhang any highways, streets, avenues, or which in any manner obstruct the public lighting of the city.

- Authorize the removal of an existing tree, shrub or other woody plant located in the street right-of-way, a city park, or other city-owned property.
- Authorize the planting and spacing of new trees in accordance with prescribed planting practices. See attached guidelines.
- Ensure that provisions of the City Code of Ordinances relating to noxious shrubs, weeds and grass are enforced.

Comprehensive Tree Plan for the City of Lowell

The Vision Statement: It is the intent of the Arbor Board to seek input from the community as to the direction and accomplishments to be pursued by the Arbor Board. This can be done through community meetings or on-line surveys utilizing the city website. One significant goal should be for the planting and the continuing maintenance of trees along West Main Street. The preferred plan is to locate trees within the highway right-of-way, placement on private property would be an acceptable alternative. Although the economy has been slow to recover Lowell is fortunate to have the financial support of our local foundations for our continued support.

The Plan Area: For the purposes of defining the plan area the City of Lowell is divided into several geographical areas. The Flat River will define the East and West boundaries of the city and Main Street will define the northern and southern boundaries. Additionally, we can further define Lowell by designating generic “Downtown Shopping Areas” and “West Main Shopping Areas.” If any additional areas are to be defined, they will be outlined by utilizing common street names.

The Goal(s): To maintain, at a minimum, and to improve on the Urban Forest Canopy within the city proper. To date, we have not been restrictive in our areas of involvement, placing trees where we found areas of need. This includes residential neighborhoods, city park properties and commercial districts. Recently, significant amounts of trees throughout the community have been devastated by insect infestation, thereby causing the loss of tree cover and inventory. A significant cost will be incurred in the coming year(s) and may curtail some of the planting progress. Fortunately this is being offset by progress in the past few years.

To date, the Arbor Board has authorized the installation of 701 trees of various varieties throughout the community. Tree selections and tree planting has been accomplished through the use of selected contractors, under the direct supervision of the Department of Public Works.

This has been done with the financial participation from the City of Lowell through Lowell Light and Power, the LCTV Fund, and the Look Fund and the very generous support of the Lowell Area Community Fund. It will be our intent to continue to utilize funds from these various community sources on, at least, an annual basis.

Comprehensive Tree Plan Areas by Zone

Zone 1 – North / East Side Lowell

1. Removal of selected dead trees from street parkways.
2. Selected thinning and pruning of pine forest at Washington Street city property.
3. Maintain and trim trees and remove along ROW and offer replacement trees to be planted on residential properties as budget permits.

Zone 2 – South / East Side Lowell

1. Maintain and trim trees along ROW when needed.
2. Maintain and trim trees and remove along ROW and offer replacement trees to be planted on residential properties as budget permits.
3. Help DDA incorporate trees in the South Monroe parking lot.

Zone 3 – Downtown/Riverwalk

1. It is suggested that the Arbor Board take over the responsibilities of planting from the DDA, allowing the DDA to concentrate on development, and to provide the Arbor Board with coordinating planting activities throughout the community. It is also intended to coordinate all planting efforts with the Showboat Garden Club to minimize duplication of effort.
2. Maintain and add trees where appropriate along Riverwalk Extension.
3. Assist with landscaping at library as budget allows.

Zone 4 – West Main Shopping Area

1. Annual budgeting should include tree planting in this area. Our hope is that we will eventually be allowed by the state and county, to plant within the right-of-way. In the meantime, we should concentrate on planting on private property fronting Main Street.

Zone 5 – North / West Side of Lowell

1. Add trees along trail/extension – Litehouse pipeline to bio-digester.

Zone 6 – South / West Side of Lowell

1. Add trees adjacent to the Norm Borgerson substation – Bowes Road.

Implementation Tree Plan for 2016

- 1, Zone 5, Item #3. Add trees along trail/extension – Litehouse pipeline – bio-digester
- 2, It is suggested that the Arbor Board take over the responsibilities of planting from the DDA, allowing the DDA to concentrate on development, and to provide the Arbor Board with coordinating planting activities throughout the community. It is also intended to coordinate all planting efforts with the Showboat Garden Club to minimize duplication of effort.

Projected Budget: It is anticipated that a budget of \$10,000 will be needed in order to carry out the Implementation Plan for spring 2016.

Submitted by the Lowell Arbor Board

Jim Reagan, Chair

Jim Hodges

Diane LaWarre

Tamela Spicer

Melissa Spino

Design Tips & Guidelines: Spacing

Many neglect to space their trees properly which leads to overgrown, crowded conditions. This is detrimental to your trees' nutrient intake and overall health.

- For trees which mature greater than 60 feet, plant a minimum 20 feet from a building and 40 feet apart.
- For tree which mature between 30 and 60 feet, plant a minimum 15 feet from a building and 35 feet apart.
- For trees which mature less than 30 feet, plant a minimum 10 feet from a building and 15 feet apart.
- Plant trees no less than 15 feet from a driveway, 10 feet from a utility pole, and 30 feet from an intersection.
- Do not plant trees that grow over 20 feet tall under power lines.

williams&works

engineers | surveyors | planners

March 17, 2016

Mr. Dave Pasquale
Interim City Manager
City of Lowell
301 E. Main Street
Lowell, MI 49331

**RE: Parking Lot, Street and Utility Improvements Project
Summary of Bids**

Dear Mr. Pasquale:

On March 16, 2016 at 11 a.m., the City of Lowell received two bids for the proposed Parking Lot, Street and Utility Improvements Project comprised of four sections:

- **A1** – S. Monroe Alley Water & Sewer Upgrades
- **A2** – S. Monroe Parking Lot
- **B** - N. Monroe (*Main St. to Avery*) and Avery (*N. Monroe to Washington*)
Water, Sewer, Street Improvements
- **C** - E. Main (*Grove to James*) Watermain Replacement
- **D** - Riverside Sewer Replacement

Bid Summary

	C&D Hughes Inc.	Wyoming Excavators
Sec A1 - Monroe Alley Utilities	\$ 160,566.10	\$ 176,444.00
Sec A2 - Parking	\$ 174,120.00	\$ 217,250.00
Sec B - Monroe + Avery Utilities & Resurfacing	\$ 161,959.50	\$ 195,640.00
Sec C - East Main Watermain	\$ 100,766.50	\$ 117,165.00
Sec D - Riverside Drive Sanitary Sewer	\$ 91,559.75	\$ 33,587.00
Total	\$ 688,971.85	\$ 740,086.00

The Engineering Estimate for this work was \$740,122.

Both Contractors have experience in the type of work involved with this project.

Award – In order for Sections A1 and A2 to proceed, ongoing negotiations with easements and land acquisition must be finalized. We understand that these are near completion. We recommend award of the entire project scope and then make adjustments via Change Order if necessary.

Schedule – Section A1 and Section C involve work in M-21 that must be complete prior to MDOT's resurfacing, scheduled in mid to late May. As such, the bid documents require that work in the MDOT Right of Way be completed first.

Work for Sections A, B and D involve disruption to the downtown area that needs to be complete prior the start of the Farmers Market and Sumer Concert Series both which begin June 16.

Based on these schedulos, it is recommend that the Council make a decision on the award of this project as soon as possible.

We will be in attendance at your March 21, 2016 meeting to address any questions the Council may have.

Sincerely,

Williams & Works

A handwritten signature in black ink, appearing to read 'David Austin', with a stylized flourish at the end.

David Austin. P.E.

cc: Ron Woods – City of Lowell



Legend

- Freeway
- Freeway Ramp
- Highway
- Primary
- Secondary
- Private
- - - Sidewalks/Sidepaths
- Railroads
- - - Shared Use Paths (Trails)
- Rivers & Streams
- Lakes & Ponds
- Building Footprints
- Parks
- Cemetery
- Parcels
- Cities & Townships



Map Scale 1: 500



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

CITY OF LOWELL

PUBLIC NOTICE

The Lowell City Council will conduct a public hearing at their regularly scheduled meeting on Monday, March 21, 2016 at the Lowell City Hall Council Chambers, Second Floor, 301 East Main Street, Lowell for the purpose of receiving comments from the public on a request from BGR Investments LLC to establish an Industrial Development District for 318 E. Main Street in accordance with the provisions of Public Act 198 of 1974 as amended.

Interested persons may submit comments to Lowell City Hall, 301 East Main Street prior to the meeting or appear in person.

Susan Ullery
City Clerk



Property Legal Description

Address	318 East Main Street SE Lowell, Michigan 49331
Parcel#	41-20-02-430-012
Legal	LOTS 4, 5, 6, & 7 ALSO E 16 FT OF LOTS 3 & 8 OF BLK 11 * AVERY'S PLAT

LOWELL AREA FIRE AND EMERGENCY
SERVICES AUTHORITY
CITY OF LOWELL AND
LOWELL CHARTER AND VERGENNES TOWNSHIPS
COUNTY OF KENT, MICHIGAN

RESTATED JOINT FIRE AND EMERGENCY SERVICES AGREEMENT

THIS RESTATED JOINT FIRE AND EMERGENCY SERVICES AGREEMENT is made as of _____, 2016 between the CITY OF LOWELL, a Michigan municipal corporation (the "City" or "City of Lowell"), LOWELL CHARTER TOWNSHIP, a Michigan charter township ("Lowell Charter Township") and VERGENNES TOWNSHIP, a Michigan general law township ("Vergennes"). Vergennes and Lowell Charter Township are sometimes collectively referred to as the "Townships" and the City and the Township are sometimes individually or collectively referred to as a "Party", the "Parties" or a "Municipality" or the "Municipalities".

RECITALS

- A. The Urban Cooperation Act of 1967, Act 7 of the Public Acts of Michigan of 1967, Ex. Sess., as amended ("Act 7") being MCL 124.501 (et seq.); MSA 5.4088(1) (et seq.), authorizes interlocal agreements between public agencies to exercise jointly any power, privilege or authority which the agencies share in common and which each might exercise separately.
- B. The City and Townships are public agencies as defined in Act 7 which are each authorized by state law to provide for fire protection and emergency medical support and may establish, operate and maintain an emergency services or fire department to provide such service.
- C. The City and Townships deem it to be in the best interests of their citizens to jointly establish, operate and maintain a fire and emergency services authority and to enter into an interlocal agreement to create a fire and emergency services authority as a separate legal entity, to provide for its funding, operation and maintenance on the terms and conditions set forth below.
- D. On or about November 17, 2008, the City and the Township entered into a Joint Fire and Emergency Service Agreement and which agreement has been amended on at least one occasion. The prior agreement and all amendments are referred to as the "Prior Agreement". The Parties desire to amend and restate the Prior Agreement and thus enter into this Restated Joint Fire and Emergency Service Agreement ("Agreement").

AGREEMENT

NOW, THEREFORE, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

**ARTICLE I
CREATION OF AUTHORITY**

Section 1.1 Creation. There is established and continued the Lowell Area Fire and Emergency Services Authority (the "Authority") in accordance with Act 7 and the terms of this Agreement by the parties entering into this Agreement.

For Approval by the Authority Board
on February 8, 2016

Section 1.2 Jurisdiction. The Authority shall provide fire protection and emergency medical support and other emergency services to the entire area of the City of Lowell, Vergennes Township and that portion of Lowell Charter Township lying north of the centerline of Cascade Road.

Section 1.3 Power of the Authority. The Authority, by action of the Board (defined below), shall have the following authority and functions:

- (a) To plan, establish, maintain and operate the Authority, and its facilities, programs and services in order to provide fire protection and emergency medical support and other emergency services.
- (b) To acquire, sell, lease or otherwise dispose of real and personal property, subject to the provisions of this Agreement and limitations imposed at the time of purchase. All property of the Authority shall be used solely for the purposes stated in this Agreement.
- (c) To employ, discipline, suspend, terminate, and set and adjust compensation for a fire chief ("Fire Chief" or "Chief") (by majority vote of the Board), and delegate to the Chief management of the Fire Department and to adjust compensation for such personnel employed by the Authority.
- (d) To accept funds, goods, voluntary work or other assistance to carry out Authority functions or obligations, from any source public or private including local governmental funding of specific projects, grants, including state or federal and private donations. A complete record of all funds received from any source and expenditures made shall be maintained and reported monthly to the Authority and be part of the annual financial budget.
- (e) To enter into agreements with one or more public or private agencies to enable the Authority to receive services under this agreement. This authorization specifically includes mutual aid agreements, as well as other agreements the Authority may enter into, including all agreements necessary in the course of Authority's operations and business.
- (f) To recommend local ordinance provisions and changes to the City and Townships, as necessary, to provide for the safety of the public, and promote the efficient use of the Authority's property, facilities, programs and services.

Section 1.4 Governing Body.

- (a) *Governing Board.* The Authority shall be governed by a board known as the Lowell Area Fire and Emergency Services Board (the "Board") and shall be a public body corporate with the powers to sue or to be sued in its own name. It shall be afforded all immunity provided by law.
- (b) *Composition/Term.* The Board shall consist of six (6) members (each a "Member" or collectively the "Members"). The legislative body of each municipality (i.e. the Lowell City Council, the Lowell Township Board, and the Vergennes Township Board) shall

appoint two (2) Members from the citizenry, one of which must be a member of the legislative body. However, initially, in order to achieve staggered terms, the term of one Member from each Municipality shall be for two (2) years. Terms of Members are for four (4) years. All Members shall be qualified electors of their appointing Municipalities and are eligible for reappointment. Members shall not be an officer or employee of the Authority, nor shall Members be the spouse of any such officer or employee of the Authority. A vacancy on the Board shall be filled by the original appointing legislative body.

- (c) *Compensation.* All Board Members shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties as approved by the Authority.
- (d) *Removal.* Any Member of the Board may be removed at the discretion of the governing body of the Municipality appointing such Member.
- (e) *Voting.* Each Member of the Board is entitled to vote upon all matters to come before the Board, in the absence of a conflict of interest. A Member of the Board is entitled to one vote for each action taken by the Board. Unless specifically stated otherwise in this Agreement or in applicable law, all actions taken by the Board shall require approval of not less than a simple majority of those Members of the Board at a meeting where there is a quorum present. Proxy voting is not allowed. All voting and deliberation shall be in person.
- (f) *Quorum.* No action shall be taken except at a meeting at which a quorum of Members of the Board entitled to vote is present in person. A quorum shall consist of not less than a majority of the duly appointed voting Members of the Board.
- (g) *Meetings.* The Board shall meet at least once a quarter and shall annually establish a meeting schedule which shall be posted at the offices of the City and the Townships, in the manner and time provided by law. Special meetings may be called by the Chairperson or Vice-Chairperson, or any three (3) Board Members. All Board Members shall be notified in writing at least eighteen (18) hours prior to the special meeting. All meetings of the Board shall noticed, held and conducted as required by law, including the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended. Notice of special meetings shall be posted at the Lowell City Hall, Lowell Township Hall, Vergennes Township Hall and all Fire Stations. Only items posted in this notice will be considered at the special meeting.
- (h) *Minutes.* Minutes of all Board meetings shall be prepared and approved as required by law. Copies of the minutes shall be provided to the City and Townships following Board meetings. Minutes and public records shall be available from the Authority in accordance with the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended.
- (i) *Rules.* The Board may adopt bylaws for the conduct of its meetings which shall not be inconsistent with the terms of this Agreement.
- (j) *Officers.* At the Board's annual organizational meeting, which shall be held as near as practicable, each January, the Board shall select from among its Members a

Chairperson, Vice-chairperson, Secretary and Treasurer for terms that expire at the first meeting in January the following year. The officers shall have the following duties and authority:

1. Chairperson. The Chairperson shall preside at all meetings of the Board, and shall have all privileges and duties of a Board Member, including the right to vote on all matters.
2. Vice-Chairperson. The Vice-Chairperson shall exercise all duties and authority of the Chairperson in the absence of the Chairperson.
3. Secretary. The Secretary shall keep all minutes of the meetings of the Board and all of the records of the Board.
4. Treasurer. The Treasurer shall receive, deposit, invest and reinvest all funds of the Authority. The Treasurer shall keep accurate financial records and shall keep all Members of the Board reasonably apprised of the financial status of the Authority upon intervals established by the Board. Copies of all reports provided to the Board by the Treasurer regarding the finances of the Authority shall be provided to the City and Townships after each scheduled meeting. The Treasurer, before entering upon the duties of the office, shall give a bond to the Authority in the sum and with such sureties as the Board shall require and approve, conditioned on the faithful discharges of the duties of the office and further conditioned that the Treasurer will account for and pay over according to law all money that comes in the Treasurer's hands as Treasurer. The bond premium shall be paid for by the Authority.

The Board may combine the position of Secretary and Treasurer into a Secretary-Treasurer position. The Board may delegate some or all of the functions of the Secretary and/or Treasurer to a person determined by the Board qualified to perform such duties. If the Board chooses to delegate some or all of the functions of the Secretary and/or Treasurer to any municipal Clerk or Treasurer, or to either of them, or to such other qualified staff member of the City or Townships, the City Council or townships boards must first approve such delegation by Resolution.

(k) Conflicts of Interest. A conflict of interest exists if there is a matter dealing with a Board Member's "Immediate Family Member". Immediate Family Member means a person who is related to a public servant of the City or Township as a spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, uncle, aunt, nephew, niece, first cousin, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law or a business associate or partner.

A conflict of interest shall always be disclosed, on the record, and, unless waived by the majority of the other Board Members at such meeting, the Member having a conflict of interest shall recuse them self from the any discussion, deliberation, and vote on the matter.

Section 1.5 Chief. The Board shall employ a Chief who shall be responsible for managing the day to day operations of the Authority. The Chief shall be responsible to the Board, and shall be an "at will" employee of the Authority. As an "at will employee", the Authority may terminate the Chief at any time, with or without cause and with or without notice. The Board may employ or authorize the Chief to employ other officer positions, fire fighters, emergency personnel, and employees to assist the Chief, and may establish procedures for the hiring and removal of such positions, which in its discretion, may or may not include the Board's active participation. Any individual occupying a position of the chief shall serve as an "at will" employee of the Authority and subject to removal, discipline, and/or adjustment in compensation by the Board with or without cause and with or without notice. An annual review of the Chief will be undertaken by the Board at the time of budget approval. The Chief shall be hired based on qualifications, experience and merit and shall hold all required certifications to carry out the job responsibilities as a Chief.

Section 1.6 Adding a Municipality. The Authority may work with additional municipalities to join the Authority and propose the addition of those municipalities to the parties to this Agreement, provided, the Authority does all of the following:

- (a) Prepares and presents to each of the parties to this Agreement a cost benefit analysis demonstrating that the addition of the new municipality will not have a negative impact on the financial condition of the Authority or the level of services provided to existing parties;
- (b) Proposes any necessary amendments to the Agreement to accommodate the addition of the municipality; and,
- (c) Obtains the written approval of an amendment to this Agreement from all parties to this Agreement and the municipality seeking to become a participant.

Section 1.7 Contracting for Services. The Authority may contract with other municipalities and other entities who provide for fire protection and emergency medical services for areas located within the jurisdiction covered by this Agreement so long as the term of any such contract does not exceed the initial term of this Agreement. The Authority may also, by contract, provide fire protection and emergency medical services to a municipality not a party to this Agreement and outside of the geographic boundaries of the parties to this Agreement as long as the term of the contract does not exceed thirty (30) years.

ARTICLE II FINANCING

Section 2.1 Fiscal Year. The fiscal year of the Authority shall be from July 1st to June 30th.

Section 2.2 Annual Budget. The Board shall prepare an annual budget ("Annual Budget") for operation of the Authority which shall be a line-item budget prepared in accordance with the Uniform Budget and Accounting Act.

- (a) The proposed Annual budget shall be submitted to the City and Townships for review prior to February 1st of each year. The City and Townships may recommend

adjustments to the Authority Budget to their own designated Board representatives but shall not amend, reject or approve the submitted budget. Such recommendations shall be made by April 15th. It is expected that the Authority will seek to maintain a budget which recognizes the financial constraints of the municipalities with regard to their ability to levy taxes or collect monies in support of the Authority and strive to keep any budget increases in line with the then current rate of inflation with an allowance for new growth within the service area.

The Board is encouraged to set aside funds in the form of reserves to defray budget deficits and future capital purchases.

- (b) The Board may only disburse funds according to the Board approved Annual Budget and terms of this Agreement. The Board may amend the Annual Budget if necessary to meet deviations in expected revenues or authorized expenditures.

Section 2.3. Funding Formula. The City and Townships shall contribute to the Annual Budget for the Authority as follows:

<u>Component</u>	<u>Weight</u>	<u>Description</u>
State Equalized Value	40%	State equalized value for those sections of each Municipality covered by this agreement as certified by the Kent County Equalization Department.
Population	20%	As determined by the most recent decennial census completed by the U.S. Bureau of Census of those sections of a municipality covered by this agreement.
Number of Runs	40%	Based on the average amount of the previous three years runs. Mutual aid runs shall not be included in this calculation.

Section 2.4 Quarterly Payments. The City and Townships shall make payment to the Authority on a quarterly basis to cover their pro-rated portion of the Authority's annual budget. Payments shall be made no later than the first business day of the months of January, April, July and October.

Section 2.5 Annual Audit. The Board shall commission a Certified Public Accountant to conduct an annual financial audit following the end of each fiscal year. In addition to furnishing copies of the audit to any appropriate federal and state agencies, copies of the audit shall be furnished to each Member of the Board and to the Clerk of each incorporating Municipality.

Section 2.6 Invoicing for Service. The Board shall not possess the authority to invoice for services provided. The City and Townships reserve the right to invoice a resident or nonresident receiving service for fire protection or emergency medical support provided by the Authority in order to recoup all or a portion of the cost of providing the service to that resident or nonresident receiving service.

ARTICLE III PROPERTY

Section 3.1 Personal Property Contribution. Upon approval of this Agreement by the City and Townships, the City, unless it has already done so, shall transfer title in the following equipment to the Authority:

Vehicle No.

3	2005	HME Pumper/Tanker (County)
6	2002	HME Pumper/Tanker
7	1997	Ford F250 4/4
1	1999	Dodge ¾ ton
9	1993	Chevy Suburban (Rescue)
4	1993	Ford Light Rescue Van
10	1996	Int. Heavy Rescue
0	1946	Seagrave/Pumper
5	1988	Ford Pumper
	1990	16' Boat and Trailer

2007 Physical Damage Coverage \$785,500

The cost of transferring the titles shall be paid by the Authority.

Once titles are transferred, the cost of operating, maintaining, insuring depreciating, replacing, repairing and insuring these vehicles shall be the responsibility of the Authority. All loose equipment on these vehicles shall become the property of the Authority at the time title is transferred.

Exhibit "A" identifies personal property in addition to the vehicles identified in this Section that shall be transferred to the Authority upon execution of this Agreement not already transferred. In the event that the Authority dissolves within the first ten (10) years of this Agreement, the personal property identified in Exhibit "A" and still existing shall be returned to the City. It shall be the responsibility of the Authority to reasonably maintain the personal property identified in Exhibit "A". If the Authority dissolves after the first ten (10) years of this Agreement, the personal property identified in Exhibit "A" that is still remaining shall be liquidated in accordance with Section 5.4 (3) of this Agreement.

Section 3.2 Lease Arrangement for Facilities. The Authority shall lease the City of Lowell Look Memorial Station, located at 315 South Hudson Street, Lowell, Michigan, from the City of Lowell for one dollar (\$1) a year, the receipt of which is hereby acknowledge by the City. This station shall serve as the principal office of the Authority.

Section 3.3 Substations. In the event a member Municipality believes that it is necessary to create one or more substations, each such substation shall be approved by the Authority but shall be funded and constructed by the member Municipality or Municipalities making the request for such substation. Substations shall be built to meet the specifications adopted by the Authority.

Section 3.4 Maintenance Costs and Capital Expenses. Maintenance is defined as replacing or repairing existing buildings and equipment. Maintenance costs are the responsibility of the Authority. Capital Improvements is defined as adding or improving buildings or equipment. Capital improvements are the responsibility of the Municipality owning the building or equipment. A Capital Expense may be assumed by the Authority by unanimous vote of the Authority Board.

ARTICLE IV INSURANCE

Section 4.1 Insurance Coverage. The Authority shall independently purchase public liability insurance covering any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the property, facilities, programs or services of the Authority or otherwise provided for under the terms of this Agreement. The Authority shall purchase risk insurance against equipment damage or destruction by fire, tornado, etc. The Authority shall review its insurance program annually, including coverages and costs, and make such adjustments as it deems necessary.

- (a) The Authority shall secure and maintain comprehensive general liability insurance in the amount of no less than \$2,000,000 for each occurrence involving bodily injury, death or property damage.
- (b) The Authority shall provide motor vehicle insurance complying with State of Michigan no-fault motor vehicle insurance requirements providing no less than \$2,000,000 for each occurrence for bodily injury liability or property damage liability. All vehicles shall be titled in the name of the Authority.
- (c) The Authority shall provide all required worker's compensation insurance and unemployment compensation insurance for all persons engaged in work on behalf of or at the request of the Authority pursuant to this Agreement.
- (d) All insurance required pursuant to this Agreement shall name the Authority, the City and Townships, together with their authorized officials, officers, employees and agents, as named or additional insured and certificate holders.

All policies shall be provided by insurance companies authorized to transact business in Michigan. All such policies shall provide at least thirty (30) days prior written notice to the Authority and the governing municipalities should policies be canceled or terminated by the insurance company or its agent.

- (e) The Authority shall receive and obtain an appropriate level of errors and omissions insurance for Board members.

ARTICLE V TERM/TERMINATION/WITHDRAWAL

Section 5.1 Term. This Agreement shall remain in effect for an initial period of ten (10) years, and shall thereafter remain in effect for two (2) successive ten (10) years periods, not exceeding a total of thirty (30) years, unless terminated as provided in Section 5.2.

Section 5.2 Termination. This Agreement may be terminated by the written request of a majority of the Municipalities that are a Party to this Agreement during any ten (10) year period because of a breach of a material provision or undertaking herein by the Authority or a Municipality. The written request for termination shall specify the claimed breach and shall also specify how, in the opinion of the notifying Municipality, the Authority or Municipality claimed to be in breach can correct the breach. If the cause of the breach is not remedied by the alleged breaching party within 60 days of the mailing of the written request for termination, then this Agreement shall terminate not less than six (6) months following the date of the written request for termination.

This Agreement may also be terminated at the end of each ten (10) year period upon a vote of a majority of the Municipalities taken six (6) months in advance of the next ten (10) year period. If this Agreement is terminated, the Authority shall be dissolved and its assets distributed as set forth in Section 5.4.

Section 5.3 Withdrawal. Any Municipality may withdraw from this Agreement upon the following conditions being met. Such withdrawal shall not constitute termination of this Agreement.

- (a) A written notice of withdrawal shall be filed with all parties to this Agreement not less than twenty-four (24) months prior to withdrawal. This notice shall specify the date of the withdrawal.
- (b) The Municipality withdrawing shall continue to pay its proportionate share of the Annual Budget until the date of withdrawal.
- (c) The Municipality withdrawing shall continue to receive services from the Authority until the date of withdrawal.
- (d) The Municipality withdrawing shall retain only those assets titled to it or otherwise owned by the Municipality.
- (e) The Municipality withdrawing from the Authority shall remain liable for its proportional share of the debts and liabilities of the Authority incurred while the Municipality was a part of the Authority. The proportion of the Authority's debts for which a Municipality is liable under this subsection shall be the percentage of the total budget that the Municipality is responsible for the year in which the Municipality has withdrawn.

Section. 5.4 Dissolution.

- (a) The Board and Authority shall terminate (i) if a dissolution occurs pursuant to Section 5.2, or (ii) the Board by a majority vote terminates this Agreement and such action of the Board to dissolve is or has been ratified by the legislative bodies of each constituent Municipality.
- (b) Upon the dissolution, property held or used by the Authority shall be allocated and distributed in accordance with the following:

- (1) All property which is titled to or otherwise owned by the City or Townships shall remain the property of the City or respective Township.
- (2) All monies and funds, from whatever source, which are the property of the Authority, shall be distributed between the City and Townships in accordance with the most recent contribution percentages, after deducting any expenses associated with the dissolution of the Authority.
- (3) All property, other than that otherwise provided for in Subsection 5.4 (b)(1) and (2) shall be divided by agreement between the City and the Townships in accordance with the most recent contribution percentages calculated in accordance with the formula set forth in Section 2.3 of this Agreement.

If the parties do not agree on the value attributed to the items of property, the property may be valued by a certified appraiser as selected by the Board. If the parties do not agree with the appraisal and cannot agree on how to distribute the property among themselves, then the Board shall dispose of the property at public auctions. All revenues received as a result of any auction shall be distributed in accordance with the most recent contribution percentages calculated in accordance with the formula set forth in Section 2.3 of this Agreement

ARTICLE VI DISPUTE RESOLUTION PROCEDURE

Any dispute or disagreement between any of Municipalities that are a party to this Agreement, regarding the terms of the Agreement, or any other matter involving the operation of the Authority including, but not limited to, disputes with its officers, staff and members or involving the rights and liabilities of the parties upon withdrawal from or dissolution of the Authority shall, to the fullest extent possible be resolved by mediation.

The Municipalities involved in any dispute shall select a single mediator, who shall be empowered to take such testimony and receive such evidence as he or she deems appropriate. In the event that the designation of a mediator cannot be agreed upon, each of the municipalities involved may submit a name to the *then* presiding Chief Circuit Court Judge for the County of Kent, who shall select the mediator. The Parties involved in the dispute shall equally pay the costs of mediation. If mediation does not proceed to a satisfactory resolution of the issues as agreed to by the Parties, then the parties may by agreement submit the matter to arbitration pursuant the American Arbitration Association procedure and rules or they may seek recourse through the Circuit Court of Kent County.

ARTICLE VII AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended only upon a written agreement approved and signed by the legislative body of each municipality that is party to this Agreement. Certified copies of each amendment shall be filed with the Clerk of each Municipality.

ARTICLE VIII MISCELLANEOUS

- Section 8.1 Entire Agreement/Amendment /Governing Law. This Agreement sets forth, supersedes and replaces any prior agreement to provide these services between the parties. It may not be amended except in writing approved by the legislative body of each Municipality that is a party to this Agreement, signed by all the Parties. It shall be construed in accordance with the laws of the State of Michigan.
- Section 8.2 Government Immunity. Nothing contained in this Agreement shall be construed to provide any third party beneficiary rights to any person or to create a cause of action in favor of any person.
- Section 8.3 Political Involvement. The Authority shall be non-partisan and shall not take part in or lend its influence, either directly or indirectly, to the nomination, election or appointment of any candidate for public office, nor shall it sponsor or participate in any meetings of a political nature.
- Section 8.4 Effective Date. This Agreement shall take effect upon (a) approval by the legislative body of each Municipality that is a Party to this Agreement and (b) execution by all the Parties.

IN WITNESS WHEREOF, the authorized representatives of the City and the Townships have signed this Agreement on the dates indicated below.

CITY OF LOWELL
A Michigan Municipal Corporation

DATE: _____

Jeff Altoft
Its Mayor

Susan Ullery
Its Clerk

LOWELL CHARTER TOWNSHIP
A Michigan Charter Township

DATE: _____

JERRY HALE
Its Supervisor

LINDA REGAN
Its Clerk

VERGENNES TOWNSHIP
A Michigan General Law Township

DATE: _____

TIM WITTENBACH
Its Supervisor

MARI STONE
Its Clerk

PUBLIC PARK USE AGREEMENT

THIS PUBLIC PARK USE AGREEMENT (the "Agreement") dated as of _____, 2016, by and between **LOWELL LACROSSE ORGANIZATION**, a Michigan non-profit corporation (the "User"), of 4067 Causeway Dr., N.E., Lowell, Michigan, and the **CITY OF LOWELL**, a Michigan municipal corporation (the "City"), of 301 Main Street, Lowell, Michigan.

RECITALS

A. The City owns Burch Field, a public park (the "Park"), within the limits of the City.

B. The User has requested permission to use the Park for the purpose of youth lacrosse games and related activities (the "Use").

C. The City is willing to permit the User to use the Park for the Use subject to the terms and conditions of this Agreement.

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

1. Use of Park. The City agrees, pursuant to the terms and conditions of this Agreement, to permit the User to use the Park for the Use.

2. Usage Fees. The User shall pay the City the following user fees:

A. Participant Fee. A fee of \$10.00 per participant participating in the User's regular Use activities at the Park (the "Participant Fee"). Such fee shall be first due and payable for the 2016 calendar year during the term of this Agreement. The fee shall be paid by the User to the City within 30 days of the date the User's regular Use activities are scheduled pursuant to paragraph 3 hereof. The City will generally rely on the User's signed written statement of the total number of participants to which the Participant Fee applies, *provided, however*, the User shall provide documentation of such participants upon request of the City.

B. Tournament Fee. A fee of \$100 per day will be charged for any Park User holding a tournament, all-star game or playoff that interferes with the rental of Creekside pavilion. The fee shall be paid by the User to the City within 30 days of the date the User has scheduled the activity.

3. Scheduling of Activities. The City shall be responsible for coordinating the scheduling of all regular and special activities of the User and other users at the Park. Annually, before the beginning of regular activities of the User and other users of the Park, the City and all such users shall meet to review the scheduling requirements of all

users. The City shall determine the final schedule of activities giving priority, in the event of a conflict, to the activity which will have the greatest number of participants.

4. Maintenance. During the time it has activities at the Park, the User will be responsible for keeping those portions of the park it is using including any restrooms clean of litter and other debris and in an orderly condition.

5. Utilities. To the extent determinable by the City, the User shall be responsible for the timely payment of the cost of utilities, i.e., water, sanitary sewer, electric, etc., directly related to facilities it is using at the Park. The City and the User shall mutually agree on the method of measuring utility usage and the cost thereof.

6. General Maintenance. The City will mow the athletic fields at the Park used by the User once per week as needed during the time such fields are being used by the User and provide routine cleaning and maintenance of the Park's restrooms and other facilities. In addition, the City will be responsible for providing one application per year of fertilizer and weed control to the athletic fields used by User. The User shall be responsible, under the City's supervision, for repairing or restoring any damage or deterioration of such athletic fields caused by the Users abnormal use.

7. Concession Permits. If the User operates a concession business during its use of the Park, it shall be responsible for obtaining and keeping current any licenses and permits required by the Kent County Department of Public Health or other governmental body or agency.

8. Indemnification and Insurance. The User shall indemnify and hold harmless the City and its officers, councilmembers, agents and employees from and against any and all losses, expenses (including attorney fees), claims and demands sustained by reason of the negligence of the User and its members, volunteers, participants, guests and invitees while using the Park. The User shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The User shall provide the City a current copy of the policy or a certificate of insurance.

9. Term. The term of this Agreement shall begin in April 1, 2016, and end on March 31, 2017.

10. Annual Review. The User and City agree to meet annually to review this Agreement and the use of the Park by User during the prior calendar year.

11. Early Termination. This Agreement may be terminated by either party upon written notice to the other party of failure to comply with the terms of this Agreement and continued non-compliance for 30 days after such notice is given. In addition, this Agreement may be terminated at any time with or without cause upon 180 days advance written notice by one party to the other party. Any notice given to the City shall be by first class mail or personal delivery to 301 East Main Street, Lowell, Michigan 49331, Attention: City Manager and to the User by first mail at 4067 Causeway Dr., N.E., Lowell, Michigan 49331, Attention: Allison Carpenter. Either party may notify the other of a change in the notice address by written notice in accordance with this paragraph.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and there are no other representations, promises or agreements, oral or written, expressed or implied between the parties hereto.

13. Amendment and Assignment. This Agreement may not be amended or assigned without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the City and the User have caused these presents by their respective authorized officer(s), all as of the day and year first written above.

LOWELL LACROSSE ORGANIZATION

By: _____
Allison Carpenter, President
Lowell Lacrosse Organization

CITY OF LOWELL

By: _____
David Pasquale, City Manager
City of Lowell

Attest: _____
Susan Ullery, City Clerk
City of Lowell

PUBLIC PARK USE AGREEMENT

THIS PUBLIC PARK USE AGREEMENT (the "Agreement") dated as of _____, 2016, by and between **LOWELL LITTLE LEAGUE**, a Michigan non profit corporation (the "User"), of Lowell, Michigan, and the **CITY OF LOWELL**, a Michigan municipal corporation (the "City"), of 301 Main Street, Lowell, Michigan.

RECITALS

- A. The City owns all parks within the city limits.
- B. The User has requested permission to use Creekside and Recreation Parks for the purpose of youth baseball games and related activities (the "Use").
- C. The City is willing to permit the User to use the Park for the Use subject to the terms and conditions of this Agreement.

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

1. Use of Park. The City agrees, pursuant to the terms and conditions of this Agreement, to permit the User to use the Park for the Use.

2. Usage Fees. The User shall pay the City the following user fees:

A. Participant Fee. A fee of \$10.00 per participant participating in the User's regular Use activities at the Park (the "Participant Fee"). Such fee shall be first due and payable for the 2016 calendar year and every year thereafter during the term of this Agreement. The fee shall be paid by the User to the City within 30 days of the date the User's regular Use activities are scheduled pursuant to paragraph 3 hereof. The City will generally rely on the User's signed written statement of the total number of participants to which the Participant Fee applies, *provided, however*, the User shall provide documentation of such participants upon request of the City.

B. Tournament Fee. A fee of \$100 per day will be charged for any Park User holding a tournament, all-star game or playoff that interferes with the rental of Creekside pavilion. The fee shall be paid by the User to the City within 30 days of the date the User has scheduled the activity.

3. Scheduling of Activities. The City shall be responsible for coordinating the scheduling of all regular and special activities of the User and other users at the Park. Annually, before the beginning of regular activities of the User and other users of the Park, the City and all such users shall meet to review the scheduling requirements of all users. The City shall determine the final schedule of activities giving priority, in the event of a conflict, to the activity which will have the greatest number of participants.

4. Maintenance. During the time it has activities at the Park, the User will be responsible for keeping those portions of the park it is using including any restrooms clean of liter and other debris and in an orderly condition.

5. Utilities. To the extent determinable by the City, the User shall be responsible for the timely payment of the cost of utilities, i.e., water, sanitary sewer, electric, etc., directly related to facilities it is using at the Park. The City and the User shall mutually agree on the method of measuring utility usage and the cost thereof.

6. General Maintenance. The City will mow the athletic fields at the Park used by the User once per week as needed during the time such fields are being used by the User and provide routine cleaning and maintenance of the Park's restrooms and other facilities. In addition, the City will be responsible for providing one application per year of fertilizer and weed control to the athletic fields used by User. The User shall be responsible, under the City's supervision, for repairing or restoring any damage or deterioration of such athletic fields caused by the Users abnormal use.

7. Concession Permits. If the User operates a concession business during its use of the Park, it shall be responsible for obtaining and keeping current any licenses and permits required by the Kent County Department of Public Health or other governmental body or agency.

8. Indemnification and Insurance. The User shall indemnify and hold harmless the City and its officers, councilmembers, agents and employees from and against any and all losses, expenses (including attorney fees), claims and demands sustained by reason of the negligence of the User and its members, volunteers, participants, guests and invitees while using the Park. The User shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The User shall provide the City a current copy of the policy or a certificate of insurance.

9. Term. The term of this Agreement shall begin on April 1, 2016, and end on March 31, 2017.

10. Annual Review. The User and City agree to meet annually each year to review this Agreement and the use of the Park by User during the prior calendar year.

11. Early Termination. This Agreement may be terminated by either party upon written notice to the other party of failure to comply with the terms of this Agreement and continued non-compliance for 30 days after such notice is given. In addition, this Agreement may be terminated at any time with or without cause upon 180 days advance written notice by one party to the other party. Any notice given to the City shall be by first class mail or personal delivery to 301 East Main Street, Lowell, Michigan 49331,

Attention: City Manager and to the User by first mail at Post Office Box 292, Lowell, Michigan 49331, Attention: Mike Hoevenaar. Either party may notify the other of a change in the notice address by written notice in accordance with this paragraph.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and there are no other representations, promises or agreements, oral or written, expressed or implied between the parties hereto.

13. Amendment and Assignment. This Agreement may not be amended or assigned without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the City and the User have caused these presents by their respective authorized officer(s), all as of the day and year first written above.

LOWELL LITTLE LEAGUE

By: _____
Mike Hoevenaar, President

CITY OF LOWELL

By: _____
David Pasquale, City Manager

Attest: _____
Susan Ullery, City Clerk

PUBLIC PARK USE AGREEMENT

THIS PUBLIC PARK USE AGREEMENT (the "Agreement") dated as of _____, 2016, by and between **BACKYARD DREAMS** (the "User"), 2755 Shumac Lane, Ada, Michigan, and the **CITY OF LOWELL**, a Michigan municipal corporation (the "City"), of 301 Main Street, Lowell, Michigan.

RECITALS

- A. The City owns all parks within the city limits.
- B. The User has requested permission to use Creekside and Recreation Parks for the purpose of youth baseball games and related activities (the "Use").
- C. The City is willing to permit the User to use the Park for the Use subject to the terms and conditions of this Agreement.

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

1. Use of Park. The City agrees, pursuant to the terms and conditions of this Agreement, to permit the User to use the Park for the Use.

2. Usage Fees. The User shall pay the City the following user fees:

A. Participant Fee. A fee of \$10.00 per participant participating in the User's regular Use activities at the Park (the "Participant Fee"). Such fee shall be first due and payable for the 2016 calendar year and every year thereafter during the term of this Agreement. The fee shall be paid by the User to the City within 30 days of the date the User's regular Use activities are scheduled pursuant to paragraph 3 hereof. The City will generally rely on the User's signed written statement of the total number of participants to which the Participant Fee applies, *provided, however*, the User shall provide documentation of such participants upon request of the City.

B. Tournament Fee. A fee of \$100 per day will be charged for any Park User holding a tournament, all-star game or playoff that interferes with the rental of Creekside pavilion. The fee shall be paid by the User to the City within 30 days of the date the User has scheduled the activity.

3. Scheduling of Activities. The City shall be responsible for co-ordinating the scheduling of all regular and special activities of the User and other users at the Park. Annually, before the beginning of regular activities of the User and other users of the Park, the City and all such users shall meet to review the scheduling requirements of all users. The City shall determine the final schedule of activities giving priority, in the event of a conflict, to the activity which will have the greatest number of participants.

4. **Maintenance.** During the time it has activities at the Park, the User will be responsible for keeping those portions of the park it is using including any restrooms clean of liter and other debris and in an orderly condition.

5. **Utilities.** To the extent determinable by the City, the User shall be responsible for the timely payment of the cost of utilities, i.e., water, sanitary sewer, electric, etc., directly related to facilities it is using at the Park. The City and the User shall mutually agree on the method of measuring utility usage and the cost thereof.

6. **General Maintenance.** The City will mow the athletic fields at the Park used by the User once per week as needed during the time such fields are being used by the User and provide routine cleaning and maintenance of the Park's restrooms and other facilities. In addition, the City will be responsible for providing one application per year of fertilizer and weed control to the athletic fields used by User. The User shall be responsible, under the City's supervision, for repairing or restoring any damage or deterioration of such athletic fields caused by the Users abnormal use.

7. **Concession Permits.** If the User operates a concession business during its use of the Park, it shall be responsible for obtaining and keeping current any licenses and permits required by the Kent County Department of Public Health or other governmental body or agency.

8. **Indemnification and Insurance.** The User shall indemnify and hold harmless the City and its officers, councilmembers, agents and employees from and against any and all losses, expenses (including attorney fees), claims and demands sustained by reason of the negligence of the User and its members, volunteers, participants, guests and invitees while using the Park. The User shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The User shall provide the City a current copy of the policy or a certificate of insurance.

9. **Term.** The term of this Agreement shall begin on April 1, 2016, and end on March 31, 2017.

10. **Annual Review.** The User and City agree to meet annually each year to review this Agreement and the use of the park.

11. **Early Termination.** This Agreement may be terminated by either party upon written notice to the other party of failure to comply with the terms of this Agreement and continued non-compliance for 30 days after such notice is given. In addition, this Agreement may be terminated at any time with or without cause upon 180 days advance written notice by one party to the other party. Any notice given to the City shall be by first class mail or personal delivery to 301 East Main Street, Lowell, Michigan 49331,

Attention: City Manager and to the User by first mail at 2755 Shumac Lane, Ada, Michigan 49301, Attention: Shane Beach. Either party may notify the other of a change in the notice address by written notice in accordance with this paragraph.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and there are no other representations, promises or agreements, oral or written, expressed or implied between the parties hereto.

13. Amendment and Assignment. This Agreement may not be amended or assigned without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the City and the User have caused these presents by their respective authorized officer(s), all as of the day and year first written above.

BACKYARD DREAMS

By: _____
Shane Beach, President

CITY OF LOWELL

By: _____
David Pasquale, City Manager

Attest: _____
Susan Ullery, City Clerk

PUBLIC PARK USE AGREEMENT

THIS PUBLIC PARK USE AGREEMENT (the "Agreement") dated as of _____, 2016 by and between the **LOWELL YOUNG MEN'S CHRISTIAN ASSOCIATION**, a branch of the **YMCA OF GREATER GRAND RAPIDS**, a Michigan non-profit corporation (the "User") of 1335 W. Main Street, Lowell, Michigan, and the **CITY OF LOWELL**, a Michigan municipal corporation (the "City") of 301 Main Street, Lowell, Michigan.

RECITALS

- A. The City owns all parks within the city limits.
- B. The User has requested permission to use Creekside and Recreation Parks for the purpose of conducting recreational and related activities (the "Use").
- C. The City is willing to permit the User to use the Parks for the Use subject to the terms and conditions of this Agreement.

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

- 1. **Use of Parks.** The City agrees, pursuant to the terms and conditions of this Agreement, to permit the User to use the Parks for the Use.
- 2. **Usage Fees.** The User shall pay the City the following user fees:
 - A. **Participant Fee.** A fee of \$10.00 per participant participating in the User's regular Use activities at the Parks (the "Participant Fee"). Such fee shall be first due and payable for the 2016 calendar year and every year thereafter during the term of this Agreement. The fee shall be paid by the User to the City within 30 days of the date the completion of the activity. The City will generally rely on the User's signed written statement of the total number of participants to which the Participant Fee applies, *provided, however*, the User shall provide documentation of such participants upon request of the City.
 - B. **Tournament Fee.** A fee of \$100 per day will be charged for any Park User holding a tournament, all-star game or playoff that interferes with the rental of Creekside pavilion. The fee shall be paid by the User to the City within 30 days of the date the User has scheduled the activity.
- 3. **Scheduling of Activities.** The City shall be responsible for coordinating the scheduling of all regular and special activities of the User and other users at the Parks. Annually, before the beginning of regular activities of the User and other users of the Parks, the City and all such users shall meet to review the scheduling requirements of all

users. The City shall determine the final schedule of activities giving priority, in the event of a conflict, to the activity which will have the greatest number of participants.

4. Maintenance. During the time it has activities at the Parks, the User will be responsible for keeping those portions of the park it is using including any restrooms clean of litter and other debris and in an orderly condition.

5. Utilities. To the extent determinable by the City, the User shall be responsible for the timely payment of the cost of utilities, i.e., water, sanitary sewer, electric, etc., directly related to facilities it is using at the Parks. The City and the User shall mutually agree on the method of measuring utility usage and the cost thereof.

6. General Maintenance. The City will mow the athletic fields at the Parks used by the User once per week as needed during the time such fields are being used by the User and provide routine cleaning and maintenance of the Parks' restrooms and other facilities. In addition, the City will be responsible for providing one application per year of fertilizer and weed control to the athletic fields used by User. The User shall be responsible, under the City's supervision, for repairing or restoring any damage or deterioration of such athletic fields caused by the Users abnormal use.

7. Concession Permits. If the User operates a concession business during its use of the Parks, it shall be responsible for obtaining and keeping current any licenses and permits required by the Kent County Department of Public Health or other governmental body or agency.

8. Indemnification and Insurance. The User shall indemnify and hold harmless the City and its officers, councilmembers, agents and employees from and against any and all losses, expenses (including attorney fees), claims and demands sustained by reason of the negligence of the User and its members, volunteers, participants, guests and invitees while using the Parks. The User shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The User shall provide the City a current copy of the policy or a certificate of insurance.

9. Term. The term of this Agreement shall begin in April 1, 2016 and end on March 31, 2017.

10. Annual Review. The User and City agree to meet annually each year to review this Agreement and the use of the parks.

11. Early Termination. This Agreement may be terminated by either party upon written notice to the other party of failure to comply with the terms of this Agreement and continued non-compliance for 30 days after such notice is given. In addition, this

Agreement may be terminated at any time with or without cause upon 180 days advance written notice by one party to the other party. Any notice given to the City shall be by first class mail or personal delivery to 301 East Main Street, Lowell, Michigan 49331, Attention: City Manager and to the User by first mail at 1335 W. Main, Lowell, Michigan 49331, Attention: Anna-Marie Shumaker. Either party may notify the other of a change in the notice address by written notice in accordance with this paragraph.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and there are no other representations, promises or agreements, oral or written, expressed or implied between the parties hereto.

13. Amendment and Assignment. This Agreement may not be amended or assigned without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the City and the User have caused these presents by their respective authorized officer(s), all as of the day and year first written above.

**LOWELL YOUNG MEN'S CHRISTIAN
ASSOCIATION, a branch of the YMCA
OF GREATER GRAND RAPIDS**

By: _____
Bob Branch, Chief Financial Officer

CITY OF LOWELL

By: _____
David Pasquale, City Manager

Attest: _____
Susan Ullery, City Clerk

-PUBLIC PARK USE AGREEMENT

THIS PUBLIC PARK USE AGREEMENT (the "Agreement") dated as of March 1, 2016, by and between **LOWELL YOUTH FOOTBALL**, a Michigan non-profit corporation (the "User"), Lowell, Michigan, and the **CITY OF LOWELL**, a Michigan municipal corporation (the "City"), of 301 Main Street, Lowell, Michigan.

RECITALS

A. The City owns Burch Field, a public park (the "Park"), within the limits of the City.

B. The User has requested permission to use the Park for the purpose of youth football games and related activities (the "Use").

C. The City is willing to permit the User to use the Park for the Use subject to the terms and conditions of this Agreement.

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

1. **Use of Park.** The City agrees, pursuant to the terms and conditions of this Agreement, to permit the User to use the Park for the Use.

2. **Usage Fees.** The User shall pay the City the following user fees:

A. **Participant Fee.** A fee of \$10.00 per participant participating in the User's regular Use activities at the Park (the "Participant Fee"). Such fee shall be first due and payable for the 2016 calendar year and every year thereafter during the term of this Agreement. The fee shall be paid by the User to the City within 30 days of the date the User's regular Use activities are scheduled pursuant to paragraph 3 hereof. The City will generally rely on the User's signed written statement of the total number of participants to which the Participant Fee applies, *provided, however*, the User shall provide documentation of such participants upon request of the City.

B. **Tournament Fee.** A fee of \$100 per day will be charged for any Park User holding a tournament, all-star game or playoff that interferes with the rental of Creekside pavilion. The fee shall be paid by the User to the City within 30 days of the date the User has scheduled the activity.

3. **Scheduling of Activities.** The City shall be responsible for coordinating the scheduling of all regular and special activities of the User and other users at the Park. Annually, before the beginning of regular activities of the User and other users of the Park, the City and all such users shall meet to review the scheduling requirements of all users. The City shall determine the final schedule of activities giving priority, in the event of a conflict, to the activity which will have the greatest number of participants.

4. Maintenance. During the time it has activities at the Park, the User will be responsible for keeping those portions of the park it is using including any restrooms clean of liter and other debris and in an orderly condition.

5. Utilities. To the extent determinable by the City, the User shall be responsible for the timely payment of the cost of utilities, i.e., water, sanitary sewer, electric, etc., directly related to facilities it is using at the Park. The City and the User shall mutually agree on the method of measuring utility usage and the cost thereof.

6. General Maintenance. The City will mow the athletic fields at the Park used by the User once per week as needed during the time such fields are being used by the User and provide routine cleaning and maintenance of the Park's restrooms and other facilities. In addition, the City will be responsible for providing one application per year of fertilizer and weed control to the athletic fields used by User. The User shall be responsible, under the City's supervision, for repairing or restoring any damage or deterioration of such athletic fields caused by the Users abnormal use.

7. Concession Permits. If the User operates a concession business during its use of the Park, it shall be responsible for obtaining and keeping current any licenses and permits required by the Kent County Department of Public Health or other governmental body or agency.

8. Indemnification and Insurance. The User shall indemnify and hold harmless the City and its officers, councilmembers, agents and employees from and against any and all losses, expenses (including attorney fees), claims and demands sustained by reason of the negligence of the User and its members, volunteers, participants, guests and invitees while using the Park. The User shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The User shall provide the City a current copy of the policy or a certificate of insurance.

9. Term. The term of this Agreement shall begin in April 1, 2016, and end on March 31, 2017.

10. Annual Review. The User and City agree to meet annually each year to review this Agreement and the use of the Park by User during the prior calendar year.

11. Early Termination. This Agreement may be terminated by either party upon written notice to the other party of failure to comply with the terms of this Agreement and continued non-compliance for 30 days after such notice is given. In addition, this Agreement may be terminated at any time with or without cause upon 180 days advance written notice by one party to the other party. Any notice given to the City shall be by

first class mail or personal delivery to 301 East Main Street, Lowell, Michigan 49331, Attention: City Manager and to the User by first mail at P.O. Box 162, Lowell, Michigan 49331, Attention: Nate Post. Either party may notify the other of a change in the notice address by written notice in accordance with this paragraph.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and there are no other representations, promises or agreements, oral or written, expressed or implied between the parties hereto.

13. Amendment and Assignment. This Agreement may not be amended or assigned without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the City and the User have caused these presents by their respective authorized officer(s), all as of the day and year first written above.

LOWELL YOUTH FOOTBALL

By: _____
Nate Post, President

CITY OF LOWELL

By: _____
David Pasquale, City Manager

Attest: _____
Susan Ullery, City Clerk



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

To: Dave Pasquale, Interim City Manager
From: Ron Woods, Interim Public Works Director
Date: March 16, 2016
Subject: Building Automated System for the Library and City Hall

The computerized Building Automated System (BAS), which controls the heating and cooling system in the Library, was installed in 1997 and has never been updated. The existing system is antiquated, difficult to use and access, provides no emergency notification, and provides a minimal amount of diagnostic and historical information. If, and when, this system fails the Library heating ventilation and air conditioning (HVAC) system will totally shut down. With system failure, we would need to have a HVAC contractor come in and install manual controls to override the automated system. The existing system was installed by MCMI of Sterling Heights, Michigan.

The City Hall/Police Station BAS was installed when the building was renovated in 2003 and was partially updated in 2012. The 2012 update included the addition of some monitor/control locations and system controlled motor actuators. I have attached a series of schematics showing the layout of the system and some of the control points within the system. As you may note, the schematics show set points, system operational diagnostics, some historical information, alarms and other operational information. This system has operated reasonably well but we have been unable to migrate the system to my computer at the Department of Public Works. The existing system was installed by EnerTemp, Inc. of Grand Rapids.

We have been working with Progressive Heating and Cooling, located at 1375 East Main Street, on system repairs and maintenance and I approached them and asked them to provide a quote to not only upgrade the BAS systems at both buildings but to also integrate them into one comprehensive diagnostic and control system. Progressive has integrated and worked very closely with Control Solutions of Grand Rapids on several similar projects with excellent results. I have provided a copy of their quote which includes the following two options:

Option Number 1

Upgrade the existing Library MCMI control system with a new Tridium/Alerton BAS allowing multiple user interfaces from multiple remote access devices. Install new and upgraded input/output sensors, valves, and motor actuators, etc. in accordance with enclosed quote.

Total Cost: \$28,910.00

Option number 2

Upgrade the City Hall/Police Station EnerTemp control system to Tridium/Alerton BAS also allowing onsite and remote access for both the Library and the City Hall/Police Station in accordance with the enclosed quote.

Total Cost: \$10,341.00

Total Cost for both Options: \$39,251.00

While I understand that neither of these options is budgeted, I believe the City should seriously consider this expenditure in the near future especially considering the age and condition of the Library system and it makes sense to have only one BAS system for these critical buildings.

Staefa
Control
System**Lowell City Hall and Police Station**OAT: 71.3 °F
Chart Builder

ET

HMW

RTU-1

RTU-2

MAU-1

REF

1st - Police

1st - City

2nd - City

Garage

Homepage



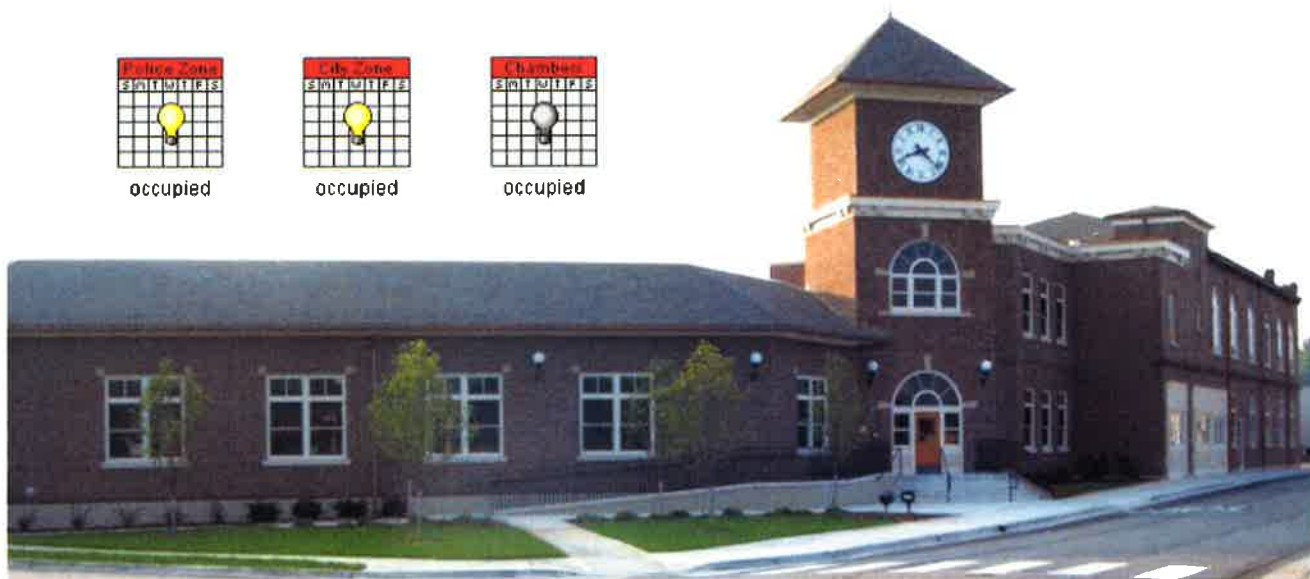
occupied



occupied



occupied

**Building Statistics**

Chambers Temp:	72.6 °F
Avg Police Temp:	67.0 °F
Avg City Temp:	69.3 °F
Avg Tu Off Setpt:	-1.3 °F
Avg Cooling Dmd:	7.3 %
Avg Heating Dmd:	56.8 %

[Outdoor Temperature Log](#)[Test alarm is Off](#)[User Administration](#)[Alarms/Alerts](#)[Edit Holiday Schedule](#)**EnerTemp, Inc.**

Building Automation Systems Integration

Phone: (616) 243-2752 Fax: (616) 243-2624

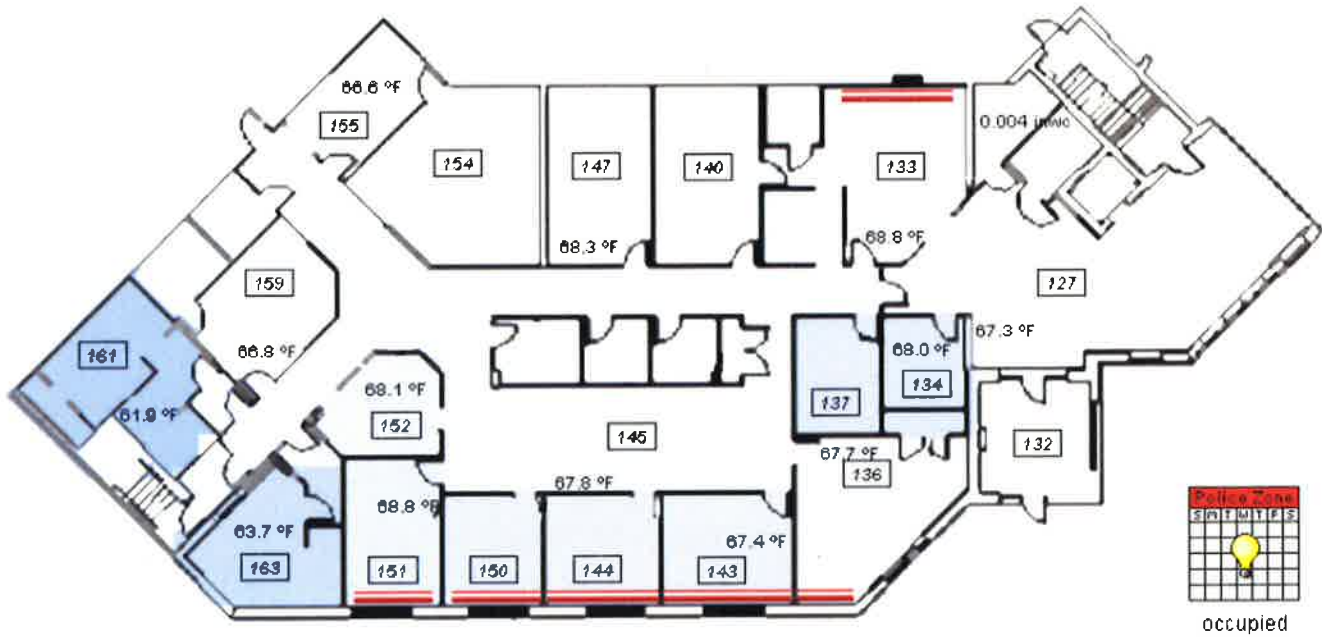


Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder



HW	RTU-1	RTU-2	MAU-1	REF	1st - Police	1st - City	2nd - City	Garage	Homepage
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Staefa
Control
System

Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder

ET

HW RTU-1 RTU-2 MAU-1 REF 1st - Police 1st - City 2nd - City Garage Homepage



occupied

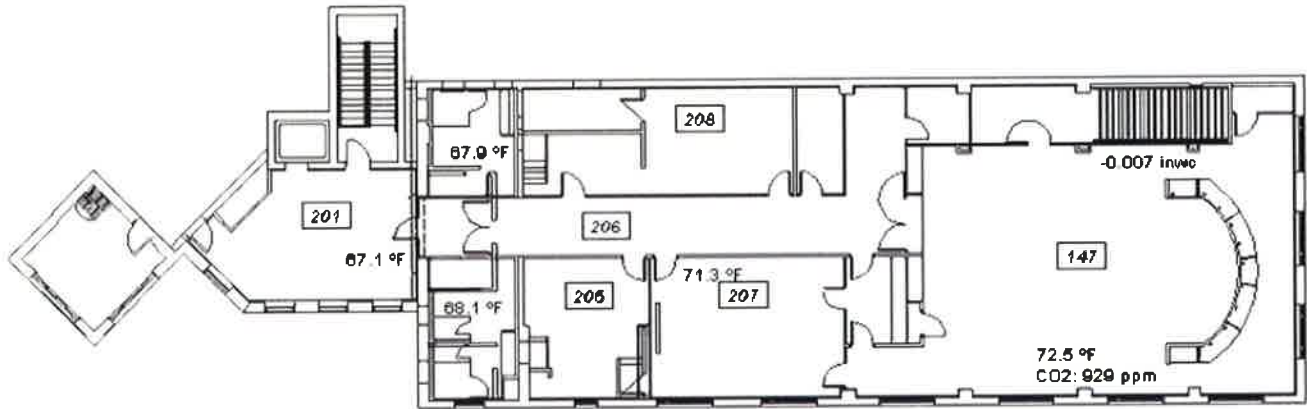


Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder



HW	RTU-1	RTU-2	MAU-1	REF	1st - Police	1st - City	2nd - City	Garage	Homepage
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occupied



occupied

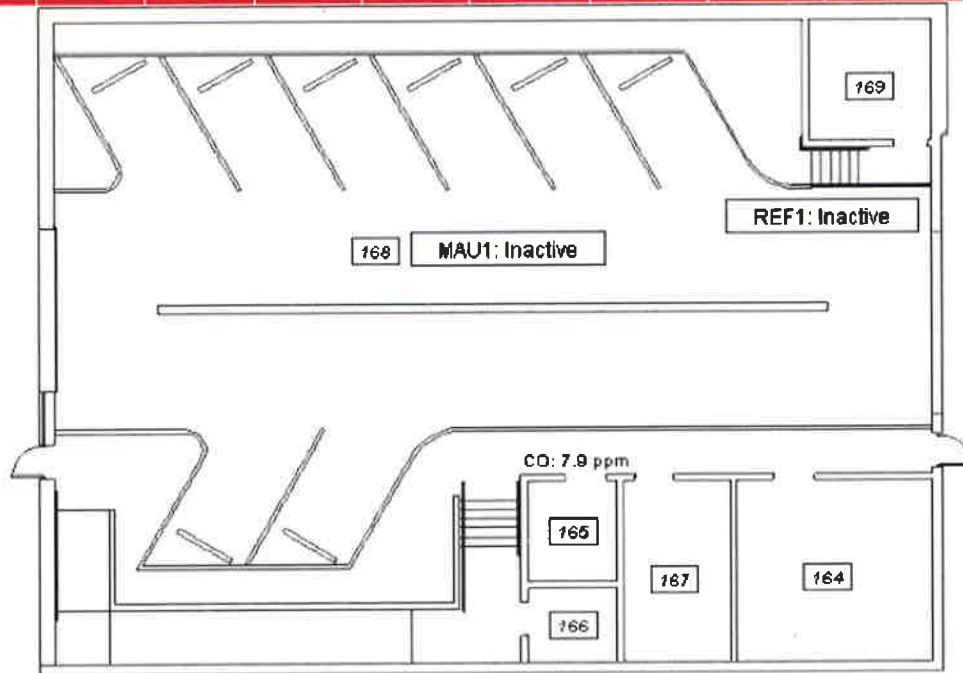
Staefa
Control
System

Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder

ET

HMW	RTU-1	RTU-2	MAU-1	REF	1st - Police	1st - City	2nd - City	Garage	Homepage
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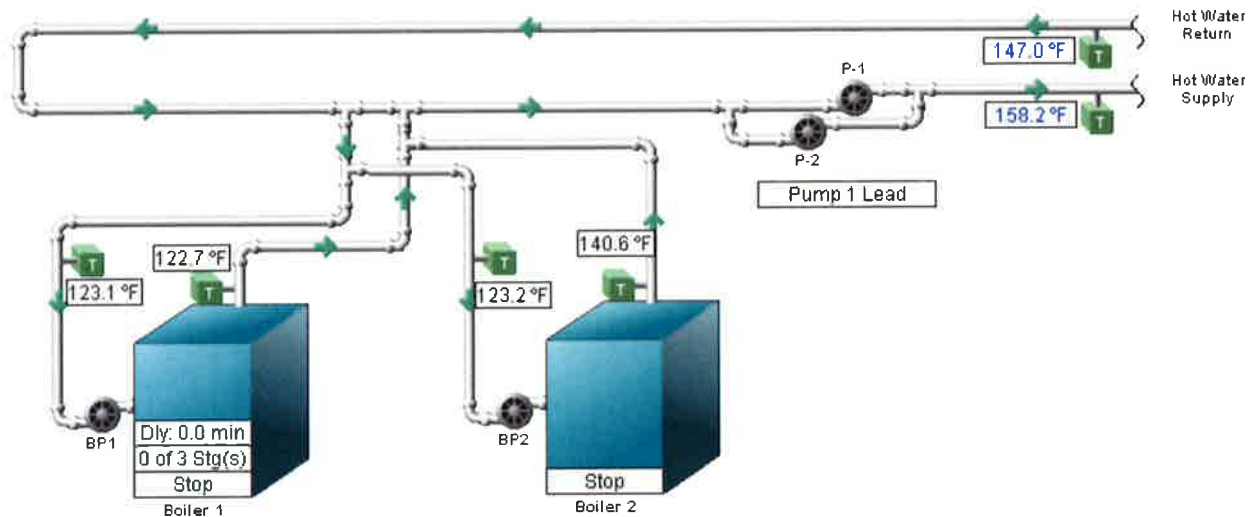


Staefa
Control
System

Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder

ET

[HHW](#)
[RTU-1](#)
[RTU-2](#)
[MAU-1](#)
[REF](#)
[1st - Police](#)
[1st - City](#)
[2nd - City](#)
[Garage](#)
[Homepage](#)


Equipment Overrides

HHW System	Disable
Pump P1	Stop
Pump P2	Stop
Pump BP1	Stop
Boiler 1 Stg 1	Stop
Boiler 1 Stg 2	Stop
Pump BP2	Stop
Boiler 2	Stop

Control Statuses/Setpoints

HHW OAT Only Setpoint	40.0 °F
Bldg HHW Valve Demand	100 %
HHW Demand and OAT Spt	68.0 °F
HHW System	Disable
Within 1 hr after Occupancy	False
HHWRS Reset Min Setpoint	150.0 °F
HHWRS Reset Max Setpoint	175.0 °F
HHWRS Reset Spt Override	150.0 °F
Add Boiler HHWRet Spt	146.0 °F
Subtract Boiler HHWRet Spt	154.0 °F
*Boiler 1 Lockout Latch	Normal

Main Pump Lead/Standby

Lead Main Pump: Pump 1
Weekly Rotation is Tuesdays @ 9:00a.m
Manual Pump Rotation

*Boiler 1 is utilized first. If it fails, it is latched off and Boiler 2 is lead until you reset Boiler 1 here on graphics.

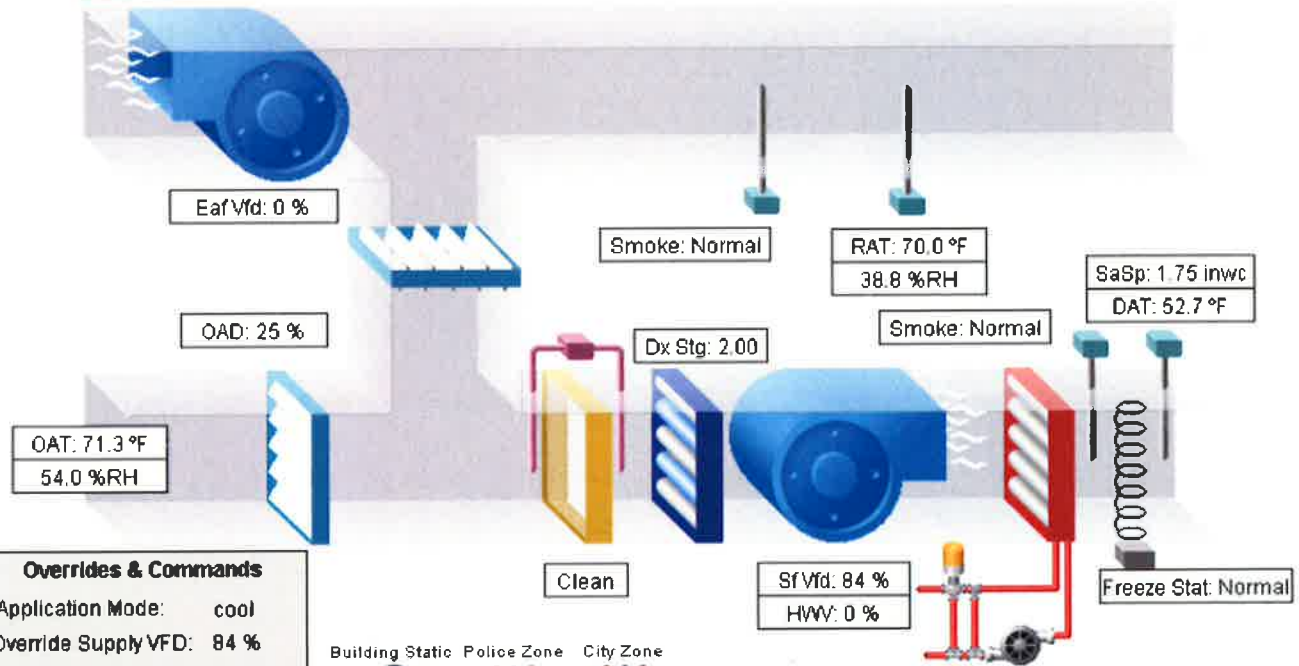
Staefa
Control
System

Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder

ET

HW	RTU-1	RTU-2	MAU-1	REF	1st - Police	1st - City	2nd - City	Garage	Homepage
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Overrides & Commands

Application Mode: cool
 Override Supply VFD: 84 %
 Override Supply Fan: Started
 Override Extract VFD: 0 %
 Override Extract Fan: Started
 Oad Override: 25 %
 HWV Override: 0 %
 Pump P1 Override: Stopped
 EconEnable: Min Position

Building Static Police Zone City Zone
 0.006 inwc occupied occupied

Set Points

SaSp Setpoint: 1.75 inwc
 EafSp Setpoint: 0.07 inwc
 DAT Setpoint: 54.0 °F
 Oad Min Position: 25 %

Dx Cooling Status

DX	Man	Cmd
Stage 1	Inactive	Active
Stage 2	Inactive	Active
Stage 3	Inactive	Inactive
Stage 4	Inactive	Inactive

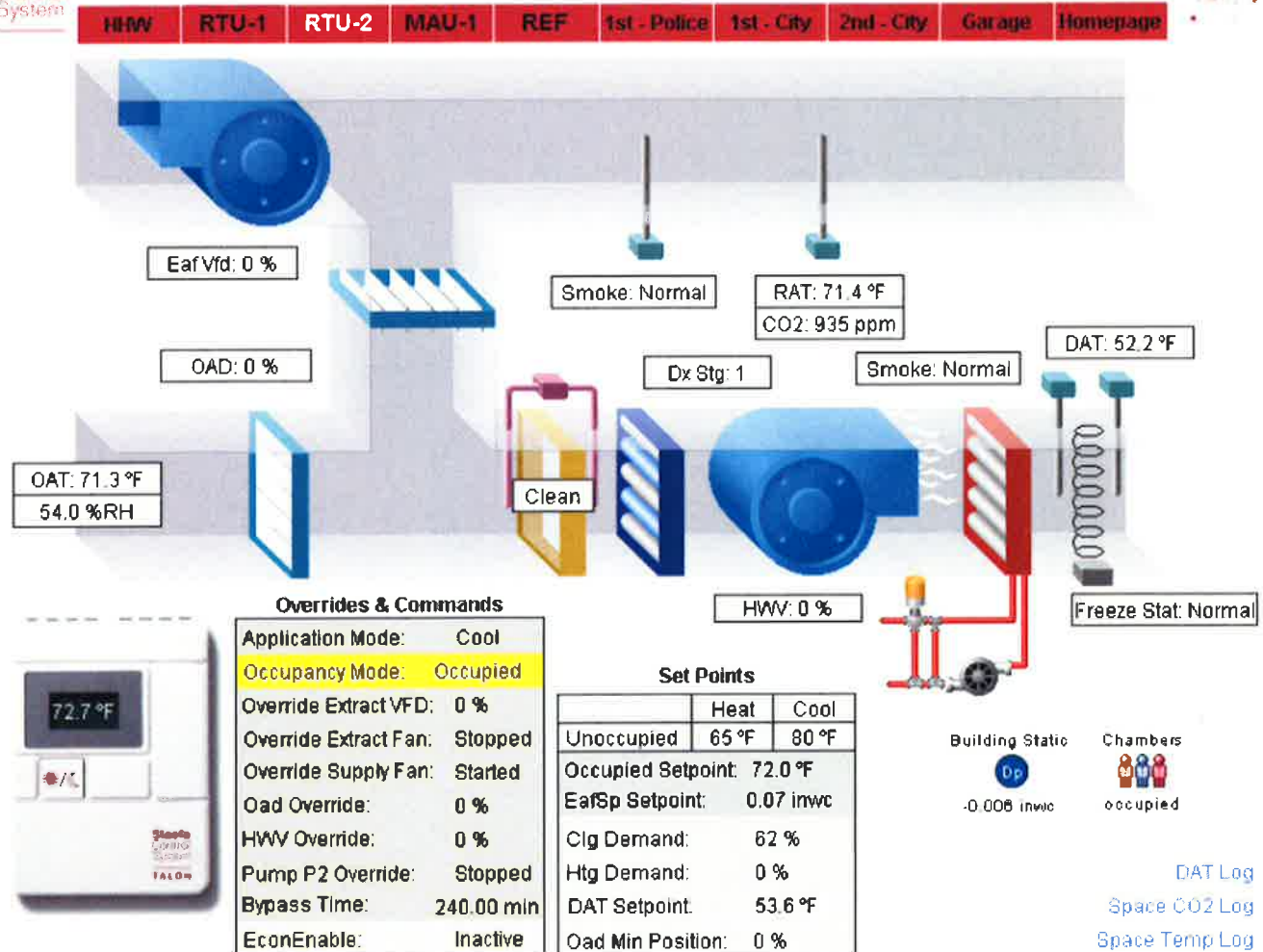
[DAT Log](#)
[SaSp Log](#)
[Space Rh Log](#)

Staefa
Control
System

Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder

ET



Staefa
Control
System

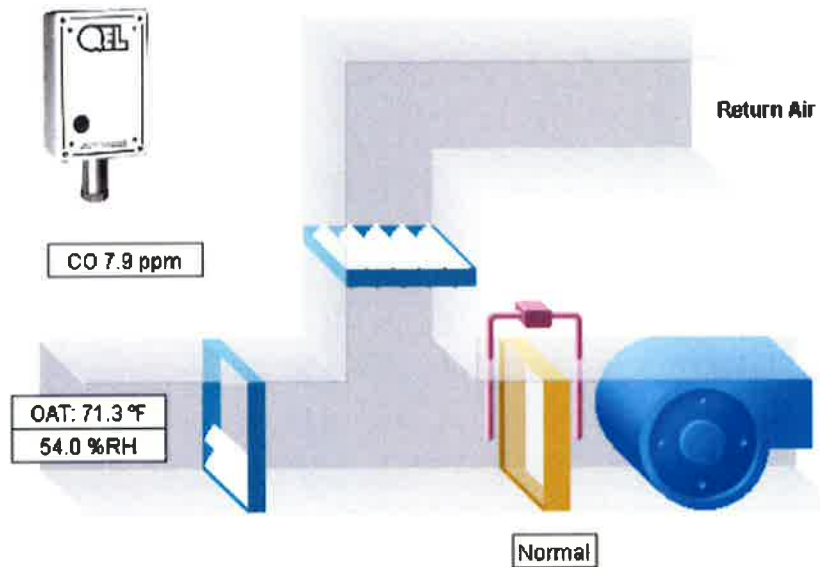
Lowell City Hall and Police Station

OAT: 71.3 °F
Chart Builder

ET

HHW RTU-1 RTU-2 MAU-1 REF 1st - Police 1st - City 2nd - City Garage Homepage

MAU-1



REF-1



REF-1 Displays & Commands

Damper Position:	0 %
CO Setpoint:	25 ppm

[Carbon Monoxide Log](#)

Staefa
Control
System**Lowell City Hall and Police Station**OAT: 71.3 °F
Chart Builder

ET

H&W

RTU-1

RTU-2

MAU-1

REF

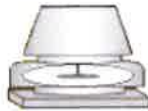
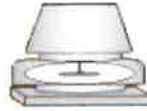
1st - Police

1st - City

2nd - City

Garage

Homepage

REF2.22**REF3.5****REF4.24****Overrides**

Ref2 Override:	Started
Ref3 Override:	Started
Ref4 Override:	Started

February 25, 2016

Progressive Heating & Cooling

Attn: Joe Sanders
1375 East Main St.
Lowell, MI 49331

Project: Temperature Controls Upgrade

Location: City of Lowell, Library & City Hall/Police Station

Joe,

Control Solutions, Inc. to provide labor and material necessary to upgrade the existing temperature control system at Lowell Library with a new Tridium/Alerton Building Automation System with an alternate to integrate the City Hall/Police Station facility providing user access to both buildings from a single user log in. Benefits include:

1. Non-proprietary system software
2. Web-based onsite and remote access via computer, tablet and smart phones.
3. JAVA & HTML5 graphics available
4. Multiple user access
5. Receive remote alarming via text and email
6. System modifications and scheduling

Option 1 - Library:

Equipment Controlled/Monitored Included:

- 1 - Hot Water Heating System (boiler & pumps)
- 3 - Air Handling Units

Including:

- 1 - JACE System Controller
- 3 - unit controllers
- Pertinent input/output sensors, valve and damper actuators
- System programming
- Graphics Implementation
- System start up and check out
- Owner training
- 1 - Year parts and installation warranty

Total Sum: \$28,910.00

Option 2: City Hall/Police Station System Integration

Integrated Equipment:

- 1 – Hot Water Heating System
- 2 – Roof Top Units
- 1 – Make up Air Unit
- 4 – REF's
- 27 – Terminal Units
- 6 – Unit Heaters
- 5 – CUH's
- 1 – Humidifier

Including:

- 1 – Tridium Web-Supervisory Software License to allow the customer onsite and remote access to both the Library and the City Hall/Police Station building simultaneously from one user login.
- System Integration programming
- Graphics Implementation
- System checkout and verification
- Owner Training
- 1 – Year system Warranty

Total Sum: 10,341.00

Assumptions and/or Exceptions:

1. All Controls products, installation and programming by Control Solutions, Inc.
2. All **low voltage** wiring and wiring material by Control Solutions, Inc.
3. No allowance to replace existing control valves.
4. No allowance for additional equipment identified outside the scope of this proposal.
5. Rigid type conduit is not included in this price.
6. No allowance to repair faulty HVAC equipment.

Submitted By: Mike Hendricks
Business Development
Control Solutions, Inc.

Lowell City Manager Search Benchmarks

Projected benchmarks (Timeline can shift dependent on any item in **Boldface**)

City Hall responsibilities

Facilitator Reminder

- Set dates/participants for Profile Brainstorming (**City**) March 21
- Hold Profile Meetings April 4 & 5
- Collection of data and photos (**City**) April 4
- Transcription and draft of brochure copy April 20
- Council feedback, confirmation of salary range April 21-22
- Finalize Brochure and outreach strategy week May 2
- Recruitment Begins/Ad Placement Four wks. later (**June 1?**)
- Resume receipt deadline)
- Prepare location, date, guest list for Open House (**City**) 2 wks. later (**June 15?**)
- Screening Process Completion
 - Interviews of applicants meeting minimum requirements, reference checks and on-line searches generally take 10 working days.
- Closed Session for Council to review Screening Reports post June 15
 - Anticipating the majority of applicants will be requesting confidentiality, information can only be reviewed in closed session. This review generally takes a least two hours and requires attentiveness. It would be appropriate, therefore, to post a meeting during which Council takes a vote to move into closed session.
 - If Council prefers to stay with their regular meeting days, I would strongly suggest that this be a "special meeting" prior to the start of any standing council meeting. Please check with me on my availability as well.
 - Council will receive a formal memorandum from me prior to that meeting reminding them of the conduct of the meeting and the expected resolution(s) to be passed once they move back into open session to push the process forward.
 - **Best to begin coordinating council calendars for this meeting, open house and interview day shortly (early in process) because of potential summer vacation schedules.**
- Extension of Invitation to Interview/Confirmation morning after closed session
- Release of Resumes for dissemination invitation must be accepted
- Preparation of Questions and Draft to Council for Review and Comment
- Receipt of Council Feedback
- Open House, Interview Day min. 10 days after closed
Possibly June 27 onward
 - We would expect the public open house to be held in the evening day before interview day
 - An entire day should be set aside for interviews (start time and ending are dependent upon how many candidates are chosen)
 - Interviews must be conducted at a public meeting and the **date must be formally set**. If Council calendars are coordinated ahead of time, they can set that date when they come out of closed session (above). Watch for July 4th Holiday.
- Deliberation and Conditional Offer Follows Interviews during meeting

March 16, 2016

- Background Investigation 5 to 10 working days
- Reference Review Dependent on Council
 - We can do an interview based reference review or Council may determine they wish to participate or do a site visit
- Contract Negotiations (city attorney) Simultaneously w/ background
- Contract Approval by Council Regular Meeting Date
- Start date (will be set by contact) Assume four weeks from Offer (August 1, 2016??)

LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY
315 S. Hudson St.
2016

March 8, 2016

Fire authority board:

We have had 26 fire incidents and 30 medical responses for the month of February, 2016, bringing the total to 189 for the year.

Chief Martin is continuing his at home rehab. I continue to meet with him and he is doing well. I will follow his progress and update you as to possibly celebrating his retirement. Frank will be meeting with his back surgeon 3-16-2016 to discuss his surgery. At this time we are no closer to a party.

The new tools purchased through the grant are being mounted on the engines.

Captain Witherell is overseeing the Medical and Fire reports that are sent to NFIRS. These reports are being completed by the Lieutenants and members at the time of the incident.

Captain Witherell is also doing the inspections and site plans, along with Lt. Corey Velzen.

Training: We trained on CPR & AED for our recertification. We also trained on scene size up, mapping and driving.

Pancake breakfast is 3/26/2016 starting at 7 am.

If you have any questions, please contact me at 648-1478

Ron van Overbeek, Deputy Fire Chief

**LOWELL POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
CALENDAR YEAR 2015**

[illegible]

**MONTHLY COMPARISON TOTALS
FEBRUARY 2015 AND 2016**

ACTIVITY	FEBRUARY	2015 YEAR-TO-DATE	FEBRUARY	2016 YEAR-TO-DATE
Total Arrests	15	39	16	42
Alcohol (MIP/Open Intox)	2	2	1	2
Drug Law Violations	0	3	2	6
Drunk Driving	1	2	0	2
Suspended License	2	4	3	8
Warrant Arrest	6	17	5	10
Other Arrests	4	11	5	14
Assault	1	2	0	0
Assault (Civil)	2	4	3	9
Assault (Domestic)	3	7	3	6
Assist from Other Agency	8	19	10	20
Assist to Other Agency	16	35	13	23
Assist to Citizen	15	36	36	59
Breaking & Entering	0	0	1	3
Disorderly Conduct	2	3	1	4
Dog Complaints	2	3	1	1
Larceny	4	12	4	8
Malicious Destruction	1	3	1	4
Motorist Assist	10	22	14	29
Ordinance Violations	25	26	11	16
Accident Total	13	25	10	25
{Property Damage}	10	22	10	25
{Personal Injury}	3	3	0	0
Citations Issued	19	37	25	50
Traffic Stops: Warned	86	180	131	221
# of Traffic Stops Made	97	200	148	246
TOTAL COMPLAINTS	160	306	181	355

**LOWELL POLICE DEPARTMENT
ASSIST TO OTHER AGENCIES**

FEBRUARY 2016

COMPLAINT #	DATE	NATURE OF INCIDENT	DEPARTMENT	STATUS	VENUE
16-0175	2/1/2016	Subject wanted for questioning by other agency	MSP	Assisted	City of Lowell
16-0181	2/2/2016	Found Bike	Kent County	Handled Call	Vergennes
16-0191	2/4/2016	Assist with traffic on PD accident	Kent County	Assisted	Lowell
16-0194	2/4/2016	Domestic Assault	Kent County	Assisted	Lowell
16-0206	2/5/2016	Suspicious Situation	Kent County	Back-up	Lowell
16-0223	2/9/2016	Assault investigation	CPS	Assisted	City of Lowell
16-0244	2/11/2016	Bond Violation	Kent County	Assisted	City of Lowell
16-0247	2/12/2016	PD Accident	Kent County	Assisted	Lowell
16-0257	2/14/2016	Unknown Accident	Kent County	Assisted	Vergennes
16-0282	2/18/2016	Alarm	Kent County	Back-up	Lowell
16-0300	2/21/2016	Disorderly Subject	Kent County	Back-up	Lowell
16-0324	2/24/2016	Civil Stand-by	Kent County	Back-up	Lowell
16-0355	2/29/2016	ATL subjects involved in break-in	Kent County	Assisted	City of Lowell

AGENCIES ASSISTING LOWELL POLICE DEPARTMENT

FEBRUARY 2016

COMPLAINT #	DATE	NATURE OF INCIDENT	DEPARTMENT	STATUS
16-0196	2/4/2016	Disorderly Subject	KCSD	Back-up
16-0216	2/7/2016	Retail Fraud	KCSD	Back-up
16-0217	2/7/2016	Possible Child Abuse	KCSD	Back-up
16-0255	2/13/2016	Suspicious Situation	KCSD	Back-up
16-0259	2/15/2016	Felonious Domestic Assault	KCSD	Back-up
16-0281	2/18/2016	Home Invasion	KCSD	Back-up
16-0287	2/18/2016	Possible Stolen Trailer (unfounded)	KCSD	Back-up
16-0291	2/19/2016	Suspicious Subjects	KCSD	Back-up
16-0309	2/22/2016	Warrant Arrest	KCSD	Back-up
16-0344	2/28/2016	Warrant Arrest and DWLS	KCSD	Back-up

CITY OF LOWELL
REPORT FOR : FEBRUARY
FOR: Dave Pasquale

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 14.33572 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF: FEBRUARY TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 223.08 HOURS, WHICH RESULTED IN
268.75 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 184.24

ELECTRICAL COST PER MILLION GALLONS: \$ 344.20

TOTAL COST PER MILLION GALLONS: \$ 528.44

WATER PRODUCTION

DAILY AVERAGE: 0.494

DAILY MAXIMUM: 0.597

DAILY MINIMUM: 0.386

THE AVERAGE PLANT OPERATION TIME WAS 7.1962 HOURS PER DAY.

STREETS DEPARTMENT

FEBRUARY 2016

Major & Local Streets

Snow and Ice Control

233 miles – 27 hrs #12

192 miles – 22 hrs #13

18 hrs #60

hrs #32

Pot holes:

3 Tons - pot holes filled with cold patch

Tons - of hot mix put down

Storm drains and ditches:

Cleaned off catch basins throughout the City

Parking Lots

Weekly trash pickup D.D.A.

Plowed all parking lots

Public Works:

Plowed parking lots

Airport:

Sidewalks:

Trees, bushes, shrubs trimming and removal:

Traffic & Signs:

Ordered new yield and stop signs

Misc:

Weekly Park Trash Pickup

Worked on barricades in old garage

Put crushed asphalt down on N. Washington

Worked at D.P.W. on plow equipment

Dept. of Public Works, City of Lowell

217 S. Hudson
Lowell, MI. 49331
Phone - 616-897-5929 Fax -

Posted Totals by Invoice #

Report Date: 03/02/2016

Period From: 02/01/2016 To: 02/29/2016

Invoice Number	Date	Name	Total	Charge Sales!
000969	02/19/2016	Street Dept.	3,106.17	0.00
000970	02/19/2016	Police	49.77	0.00
000971	02/23/2016	Police	47.75	0.00
000972	02/23/2016	Police	59.67	0.00
000973	02/29/2016	Street Dept.	363.04	0.00
Grand Totals:			\$3,626.40	\$0.00

% Time in each Department

24% Water 50% Maintenance dept. (equipment) 8% DPW 9% Snow Plowing 18 % Other

Public Works: 15.25 hrs.

Snow Plowing: 5 hrs. Call out: 6.5 Standby: 4

Water Plant: 31.25 hrs. Overtime: 6.25

Water Dist.: 5.5 hrs.

Equipment Maintenance: 90.5 hrs.

Holiday: 8 hrs.

Vac: 8hrs.

Sick: 1 hr.

Total Hours for February: 181.25hrs.

February 2015 Sexton's Report

Total of Burials: 0 of those were: full: cremations: 0 Year to date 2

Oakwood: Spent 123.25 hr's

- Moving snow.
- Got my budget work all done again. I also put together a summary of all my hours at each location comparing full time to my part time helpers hours at each place.
- Continued to keep up with all the necessary paper work,.
- When the snow melted, I picked up a lot of braches and stick.
- Made calls to Veterans programs trying to get more info on the veterans in the cemetery. Finally made up a list of all the ones I need to have a conflict they would be associated with, and I hope to get help from local VFW on it.
- Started going through all our rules making some changes.

City Hall : Spent 13 hrs.

- Lowered and raised the flags.
- Shoveled snow and salted the walks.
- Changed a few light bulbs.

Englehardt Library: Spent 10.75 hr's doing the following:

- Shoveling the walks and salting them.
- Filled soap dispensers in both bathrooms.
- Had Progressive Heating come and help problem solve for me.

D.D.A. Spent 13.75 hr's doing the following: removing snow, salting,.

- Made effort to remove snow off walks for everyone.

Parks: 5.75 hr's removing snow .

Museum: 4.25 hr. removing snow changing air fliters

D.P.W. 3 hr's removing snow plus .5 hr's o.t.

Water Plant 7.25 hr's removing snow and A,M, meetings.

Major Winter: lent Bruce for cold patch work 4.5 hrs

Loc. Winter: lent Bruce for cold patch work 2 hrs

03/01/2016

FEB

CITY OF LOWELL - PERMIT LIST

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PB16900063	1326 HIGHLAND HILL DR SE	02/04/2016	41-20-01-178-012	RESIDENCE	685.00	244,502
PB16900094	106 W MAIN ST SE	02/02/2016	41-20-02-411-002	TENANT REPAIRS - DECI	167.00	23,450
PB16900145	624 LAFAYETTE ST SE	02/12/2016	41-20-02-251-009	INGROUND POOL	150.00	15,000
PB16900156	2050 WEST MAIN ST SE	02/23/2016	41-20-03-385-017	NEW SIGNAGE - MIRACI	110.00	6,915
Total Permits:	4					
Total Fee Amount:	1,112.00					
Total Const. Value:	289,867					
Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PE16900132	1270 SIBLEY	02/01/2016	41-20-03-477-008		55.00	0
PE16900134	100 WEST MAIN ST	02/01/2016	41-20-02-411-005	This is a service inspection s	60.00	0
PE16900136	404 N DIVISION ST	02/02/2016	41-20-02-281-010		60.00	0
PE16900173	718 LINCOLN LAKE AVE SE	02/08/2016	41-20-02-181-006		140.00	0
PE16900244	2050 WEST MAIN ST SE	02/24/2016	41-20-03-385-017	SIGNAGEMIRACLE EAR	60.00	0
Total Permits:	5					
Total Fee Amount:	375.00					
Total Const. Value:	0					
Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PM16900356	517 SPRING ST SE	02/05/2016	41-20-02-328-006	Installed 4 pieces of duct wo	75.00	0
PM16900428	424 ELM ST SE	02/15/2016	41-20-02-337-001	INTERIOR REMODELFIR	110.00	0
PM16900449	2455 GEE	02/17/2016	41-20-03-151-019		90.00	0
Total Permits:	3					
Total Fee Amount:	275.00					
Total Const. Value:	0					

03/01/2016

FEB

CITY OF LOWELL - PERMIT LIST

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PP16900125	517 SPRING ST SE	02/05/2016	41-20-02-328-006	Replaced water heater	55.00	0
PP16900129	730 E MAIN ST	02/05/2016	41-20-01-303-024		55.00	0
PP16900139	424 ELM ST SE	02/09/2016	41-20-02-337-001	INTERIOR REMODEL/FIR	155.00	0
PP16900141	1326 HIGHLAND HILL DR SE	02/10/2016	41-20-01-178-012	RESIDENCE	239.00	0
Total Permits:		4				
Total Fee Amount:		504.00				
Total Const. Value:		0				

Grand Total Permits: 16

Grand Total Permit Fee: 2,266.00

Grand Total Const. Value: \$289,867

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

Page: 1/17

PERIOD ENDING 02/29/2016

GL NUMBER

DESCRIPTION

2015-16
AMENDED
BUDGETYTD BALANCE
02/29/2016ACTIVITY FOR
MONTH
02/29/2016AVAILABLE
BALANCE% BUDGET
USED

Fund 101 - GENERAL FUND

Revenues

CHARGES FOR SERVICES	387,100.00	55,824.65	3,728.40	331,275.35	14.42
FINES AND FORFEITURES	9,550.00	7,797.08	1,131.00	1,752.92	81.64
INTEREST AND RENTS	2,600.00	477.07	477.07	2,122.93	18.35
LICPER	38,200.00	31,089.78	9,995.89	7,110.22	81.39
LOCAL CONTRIBUTIONS	14,600.00	6,030.51	0.00	8,569.49	41.30
OTHER REVENUE	28,104.00	47,108.40	423.13	(19,004.40)	167.62
STATE GRANTS	366,250.00	195,397.71	58,354.00	170,852.29	53.35
TAXES	1,892,400.00	1,679,638.00	42,785.10	212,762.00	88.76
TRANSIN	144,850.00	0.00	0.00	144,850.00	0.00

TOTAL Revenues

2,883,654.00

2,023,363.20

116,894.59

860,290.80

70.17

Expenditures

COUNCIL	17,940.00	12,548.05	179.95	5,391.95	69.94
MANAGER	112,900.00	64,825.38	8,646.10	48,074.62	57.42
ELECTIONS	8,500.00	2,725.18	107.50	5,774.82	32.06
ASSESSOR	44,200.00	28,976.83	3,085.24	15,223.17	65.56
ATTORNEY	30,000.00	11,253.80	3,237.50	18,746.20	37.51
CLERK	136,100.00	67,198.22	8,720.75	68,901.78	49.37
TREASURER	219,850.00	108,834.86	10,480.74	111,015.14	49.50
CITY HALL	124,100.00	93,928.24	12,029.46	30,171.76	75.69
CEMETERY	102,050.00	76,446.44	6,825.47	25,603.56	74.91
UNALLOCATED MISCELLANEOUS	41,914.00	8,527.00	1,500.00	33,387.00	20.34
POLICE DEPARTMENT	667,800.00	462,067.94	43,050.76	205,732.06	69.19
CODE ENFORCEMENT	103,400.00	51,438.90	6,305.78	51,961.10	49.75
FIRE	142,000.00	112,621.09	31,230.89	29,378.91	79.31
PLANNING & ZONING	51,800.00	19,677.85	2,637.76	32,122.15	37.99
DEPARTMENT OF PUBLIC WORKS	225,250.00	129,932.56	12,406.13	95,317.44	57.68
SIDEWALK	5,600.00	2,020.03	141.17	3,579.97	36.07
TRASH	45,000.00	26,389.00	4,322.50	18,611.00	58.64
ECONOMIC DEVELOPMENT	24,000.00	12,851.42	1,844.13	11,148.58	53.55
CHAMBER/RIVERWALK	3,500.00	1,690.63	309.71	1,809.37	48.30
PARKS	146,500.00	68,648.94	1,788.23	77,851.06	46.86
SHOWBOAT	1,600.00	1,141.85	39.67	458.15	71.37
RECREATION CONTRIBUTIONS	3,000.00	2,000.00	0.00	1,000.00	66.67
LIBRARY	72,500.00	60,841.83	5,706.34	11,658.17	83.92
HISTORICAL DISTRICT COMMISSION	250.00	165.00	0.00	85.00	66.00
MUSEUM	36,200.00	29,039.69	1,282.14	7,160.31	80.22
TRANSFERS OUT	517,700.00	0.00	0.00	517,700.00	0.00

TOTAL Expenditures

2,883,654.00

1,455,790.73

165,877.92

1,427,863.27

50.48

TOTAL REVENUES

TOTAL EXPENDITURES

NET OF REVENUES & EXPENDITURES

2,883,654.00
2,883,654.002,023,363.20
1,455,790.73116,894.59
165,877.92860,290.80
1,427,863.2770.17
50.48

0.00

567,572.47

(48,983.33)

(567,572.47)

100.00

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
INT	INTEREST AND RENTS	150.00	86.23	86.23	63.77	57.49
OTHER	OTHER REVENUE	189,400.00	119,088.36	20,039.20	70,311.64	62.88
TRANSIN	TRANSFERS IN	236,000.00	36,118.59	36,118.59	199,881.41	15.30
TOTAL Revenues		425,550.00	155,293.18	56,244.02	270,256.82	36.49
Expenditures						
450	CAPITAL OUTLAY	340,000.00	116,196.31	0.00	223,803.69	34.18
463	MAINTENANCE	39,250.00	18,706.92	903.39	20,543.08	47.66
474	TRAFFIC	8,000.00	1,586.29	(444.40)	6,413.71	19.83
478	WINTER MAINTENANCE	42,100.00	16,358.18	6,093.24	25,741.82	38.86
483	ADMINISTRATION	46,000.00	902.50	0.00	45,097.50	1.96
TOTAL Expenditures		475,350.00	153,750.20	6,552.23	321,599.80	32.34
TOTAL REVENUES		425,550.00	155,293.18	56,244.02	270,256.82	36.49
TOTAL EXPENDITURES		475,350.00	153,750.20	6,552.23	321,599.80	32.34
NET OF REVENUES & EXPENDITURES		(49,800.00)	1,542.98	49,691.79	(51,342.98)	3.10

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
INT	INTEREST AND RENTS	150.00	0.00	0.00	150.00	0.00
OTHER	OTHER REVENUE	70,700.00	56,015.48	10,844.85	14,684.52	79.23
TRANSIN	TRANSFERS IN	180,000.00	7,739.70	7,739.70	172,260.30	4.30
TOTAL Revenues		250,850.00	63,755.18	18,584.55	187,094.82	25.42
Expenditures						
450	CAPITAL OUTLAY	5,000.00	125,706.20	0.00	(120,706.20)	2,514.12
463	MAINTENANCE	64,600.00	46,697.61	1,878.07	17,902.39	72.29
474	TRAFFIC	8,100.00	3,461.68	(89.36)	4,638.32	42.74
478	WINTER MAINTENANCE	61,200.00	25,894.35	8,141.57	35,305.65	42.31
483	ADMINISTRATION	27,800.00	902.50	0.00	26,897.50	3.25
906	DEBT SERVICE	76,600.00	76,385.00	0.00	215.00	99.72
TOTAL Expenditures		243,300.00	279,047.34	9,930.28	(35,747.34)	114.69
TOTAL REVENUES		250,850.00	63,755.18	18,584.55	187,094.82	25.42
TOTAL EXPENDITURES		243,300.00	279,047.34	9,930.28	(35,747.34)	114.69
NET OF REVENUES & EXPENDITURES		7,550.00	(215,292.16)	8,654.27	222,842.16	2,851.55

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
INT	INTEREST AND RENTS	200.00	19.74	19.74	180.26	9.87
OTHER	OTHER REVENUE	50,000.00	50,000.00	0.00	0.00	100.00
TOTAL Revenues		50,200.00	50,019.74	19.74	180.26	99.64
Expenditures						
000		50,000.00	25,317.00	1,893.00	24,683.00	50.63
TOTAL Expenditures		50,000.00	25,317.00	1,893.00	24,683.00	50.63
TOTAL REVENUES		50,200.00	50,019.74	19.74	180.26	99.64
TOTAL EXPENDITURES		50,000.00	25,317.00	1,893.00	24,683.00	50.63
NET OF REVENUES & EXPENDITURES		200.00	24,702.74	(1,873.26)	(24,502.74)	12,351.3

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
INT	INTEREST AND RENTS	1,000.00	269.23	269.23	730.77	26.92
OTHER	OTHER REVENUE	0.00	19.92	0.00	(19.92)	100.00
TAXES	TAXES	625,000.00	638,364.13	(1,608.67)	(13,364.13)	102.14
TOTAL Revenues		626,000.00	638,653.28	(1,339.44)	(12,653.28)	102.02
Expenditures						
450	CAPITAL OUTLAY	150,000.00	55,266.75	43,858.28	94,733.25	36.84
463	MAINTENANCE	82,200.00	52,624.99	5,351.36	29,575.01	64.02
483	ADMINISTRATION	36,800.00	9,165.77	1,326.35	27,634.23	24.91
740	COMMUNITY PROMOTIONS	70,000.00	36,759.80	0.00	33,240.20	52.51
965	TRANSFERS OUT	143,850.00	0.00	0.00	143,850.00	0.00
TOTAL Expenditures		482,850.00	153,817.31	50,535.99	329,032.69	31.86
TOTAL REVENUES		626,000.00	638,653.28	(1,339.44)	(12,653.28)	102.02
TOTAL EXPENDITURES		482,850.00	153,817.31	50,535.99	329,032.69	31.86
NET OF REVENUES & EXPENDITURES		143,150.00	484,835.97	(51,875.43)	(341,685.97)	338.69

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
INT	INTEREST AND RENTS	4,300.00	515.00	0.00	3,785.00	11.98
LOCAL	LOCAL CONTRIBUTIONS	10,000.00	0.00	0.00	10,000.00	0.00
OTHER	OTHER REVENUE	20,000.00	12,590.00	0.00	7,410.00	62.95
TRANSIN	TRANSFERS IN	0.00	4,000.00	0.00	(4,000.00)	100.00
TOTAL Revenues		34,300.00	17,105.00	0.00	17,195.00	49.87
Expenditures						
301	POLICE DEPARTMENT	0.00	2,272.50	0.00	(2,272.50)	100.00
443	ARBOR BOARD	20,000.00	0.00	0.00	20,000.00	0.00
751	PARKS	10,000.00	0.00	0.00	10,000.00	0.00
758	DOG PARK	4,000.00	505.26	54.39	3,494.74	12.63
759	COMMUNITY GARDEN	300.00	0.00	0.00	300.00	0.00
TOTAL Expenditures		34,300.00	2,777.76	54.39	31,522.24	8.10
TOTAL REVENUES		34,300.00	17,105.00	0.00	17,195.00	49.87
TOTAL EXPENDITURES		34,300.00	2,777.76	54.39	31,522.24	8.10
NET OF REVENUES & EXPENDITURES		0.00	14,327.24	(54.39)	(14,327.24)	100.00

PERIOD ENDING 02/29/2016

DB: Lowell

		2015-16	ACTIVITY FOR			
GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE 02/29/2016	MONTH 02/29/2016	AVAILABLE BALANCE	% BDC USED
Fund 351 - GENERAL DEBT SERVICE (NON-VOTED BONDS)						
Expenditures						
906	DEBT SERVICE	0.00	64,022.51	0.00	(64,022.51)	100.00
TOTAL Expenditures		0.00	64,022.51	0.00	(64,022.51)	100.00
TOTAL REVENUES						
TOTAL EXPENDITURES		0.00	64,022.51	0.00	(64,022.51)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(64,022.51)	0.00	64,022.51	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

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PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDC USED
		AMENDED BUDGET				

Fund 581 - AIRPORT FUND

Revenues

CHARGES	CHARGES FOR SERVICES	120.00	216.00	0.00	(96.00)	180.00
INT	INTEREST AND RENTS	37,370.00	26,530.87	7,486.87	10,839.13	71.00
OTHER	OTHER REVENUE	0.00	622.00	0.00	(622.00)	100.00

TOTAL Revenues

37,490.00	27,368.87	7,486.87	10,121.13	73.00
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Expenditures						
000						

TOTAL Expenditures

46,200.00	26,451.10	4,812.58	19,748.90	57.25
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TOTAL REVENUES

37,490.00	27,368.87	7,486.87	10,121.13	73.00
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TOTAL EXPENDITURES

46,200.00	26,451.10	4,812.58	19,748.90	57.25
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NET OF REVENUES & EXPENDITURES					
	(8,710.00)	917.77	2,674.29	(9,627.77)	10.54

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,048,000.00	694,419.30	92,354.39	353,580.70	66.26
INT	INTEREST AND RENTS	2,000.00	673.71	673.71	1,326.29	33.69
OTHER	OTHER REVENUE	0.00	73.79	0.00	(73.79)	100.00
TOTAL Revenues		1,050,000.00	695,166.80	93,028.10	354,833.20	66.21
Expenditures						
550	TREATMENT	476,800.00	322,340.79	34,081.24	154,459.21	67.61
551	COLLECTION	90,150.00	76,784.69	7,637.06	13,365.31	85.17
552	CUSTOMER ACCOUNTS	85,800.00	36,070.26	4,264.05	49,729.74	42.04
553	ADMINISTRATION	155,300.00	1,328.19	0.00	153,971.81	0.86
TOTAL Expenditures		808,050.00	436,523.93	45,982.35	371,526.07	54.02
TOTAL REVENUES		1,050,000.00	695,166.80	93,028.10	354,833.20	66.21
TOTAL EXPENDITURES		808,050.00	436,523.93	45,982.35	371,526.07	54.02
NET OF REVENUES & EXPENDITURES		241,950.00	258,642.87	47,045.75	(16,692.87)	106.90

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	993,950.00	664,226.30	80,285.29	329,723.70	66.83
INT	INTEREST AND RENTS	6,320.00	3,969.48	1,084.48	2,350.52	62.81
OTHER	OTHER REVENUE	1,000.00	10,333.79	343.28	(9,333.79)	1,033.38
TOTAL Revenues		1,001,270.00	678,529.57	81,713.05	322,740.43	67.77
Expenditures						
570	TREATMENT	317,000.00	240,852.55	28,421.82	76,147.45	75.98
571	DISTRIBUTION	216,890.00	201,683.80	10,284.39	15,206.20	92.99
572	CUSTOMER ACCOUNTS	89,400.00	36,071.43	4,272.05	53,328.57	40.35
573	ADMINISTRATION	266,456.00	160,051.61	144,702.50	106,404.39	60.07
TOTAL Expenditures		889,746.00	638,659.39	187,680.76	251,086.61	71.78
TOTAL REVENUES		1,001,270.00	678,529.57	81,713.05	322,740.43	67.77
TOTAL EXPENDITURES		889,746.00	638,659.39	187,680.76	251,086.61	71.78
NET OF REVENUES & EXPENDITURES		111,524.00	39,870.18	(105,967.71)	71,653.82	35.75

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
INT	INTEREST AND RENTS	77,700.00	0.32	0.32	77,699.68	0.00
OTHER	OTHER REVENUE	1,300.00	2.50	2.50	1,297.50	0.19
TOTAL Revenues		79,000.00	2.82	2.82	78,997.18	0.00
Expenditures						
000		79,000.00	55,362.82	10,384.23	23,637.18	70.08
TOTAL Expenditures		79,000.00	55,362.82	10,384.23	23,637.18	70.08
TOTAL REVENUES		79,000.00	2.82	2.82	78,997.18	0.00
TOTAL EXPENDITURES		79,000.00	55,362.82	10,384.23	23,637.18	70.08
NET OF REVENUES & EXPENDITURES		0.00	(55,360.00)	(10,381.41)	55,360.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDT USED
		AMENDED BUDGET				

Fund 661 - EQUIPMENT FUND

Revenues						
CHARGES	CHARGES FOR SERVICES	18,000.00	3,983.43	157.19	14,016.57	22.13
INT	INTEREST AND RENTS	121,900.00	101.30	27.02	121,798.70	0.08
OTHER	OTHER REVENUE	100.00	4,004.89	0.00	(3,904.89)	4,004.89

TOTAL Revenues		140,000.00	8,089.62	184.21	131,910.38	5.78
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Expenditures						
895	FLEET MAINT. & REPLACEMENT	143,469.14	132,075.00	9,255.88	11,394.14	92.06

TOTAL Expenditures		143,469.14	132,075.00	9,255.88	11,394.14	92.06
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TOTAL REVENUES		140,000.00	8,089.62	184.21	131,910.38	5.78
TOTAL EXPENDITURES		143,469.14	132,075.00	9,255.88	11,394.14	92.06
NET OF REVENUES & EXPENDITURES		(3,469.14)	(123,985.38)	(9,071.67)	120,516.24	3,573.95

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

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PERIOD ENDING 02/29/2016

2015-16

AMENDED

BUDGET

YTD BALANCE

02/29/2016

ACTIVITY FOR

MONTH

02/29/2016

AVAILABLE

BALANCE

% BDGT

USED

GL NUMBER DESCRIPTION

Fund 711 - CEMETERY FUND

Revenues

CHARGES FOR SERVICES
CHARGES
INT INTEREST AND RENTS0.00 7,000.00
0.00 110.22

0.00 110.22

(7,000.00) 100.00
(110.22) 100.00

TOTAL Revenues

0.00 7,110.22

110.22

(7,110.22) 100.00

TOTAL REVENUES

0.00 7,110.22

110.22

(7,110.22) 100.00

TOTAL EXPENDITURES

0.00 0.00

0.00

0.00 0.00

NET OF REVENUES & EXPENDITURES

0.00 7,110.22

110.22

(7,110.22) 100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

PERIOD ENDING 02/29/2016

DB: Lowell		PERIOD ENDING 02/29/2016		ACTIVITY FOR			
GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	MONTH 02/29/2016	AVAILABLE BALANCE	% BDDT USED	
Fund 714 - LEE FUND							
Revenues							
INT	INTEREST AND RENTS	10,000.00	3,258.97	192.85	6,741.03	32.59	
TOTAL Revenues		10,000.00	3,258.97	192.85	6,741.03	32.59	
Expenditures							
000		10,000.00	0.00	0.00	10,000.00	0.00	
TOTAL Expenditures		10,000.00	0.00	0.00	10,000.00	0.00	
TOTAL REVENUES		10,000.00	3,258.97	192.85	6,741.03	32.59	
TOTAL EXPENDITURES		10,000.00	0.00	0.00	10,000.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	3,258.97	192.85	(3,258.97)	100.00	

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL

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		PERIOD ENDING 02/29/2016		ACTIVITY FOR			
		2015-16		YTD BALANCE		AVAILABLE	
		AMENDED		02/29/2016		BALANCE	
GL NUMBER	DESCRIPTION	BUDGET		MONTH			% BDGT USED
Fund 715 - LOOK FUND							
Revenues	INTEREST AND RENTS						
INT		25,000.00		21,398.23	469.46	3,601.77	85.59
TOTAL Revenues		25,000.00		21,398.23	469.46	3,601.77	85.59
Expenditures							
000		25,000.00		3,601.44	0.00	21,398.56	14.41
TOTAL Expenditures		25,000.00		3,601.44	0.00	21,398.56	14.41
TOTAL REVENUES		25,000.00		21,398.23	469.46	3,601.77	85.59
TOTAL EXPENDITURES		25,000.00		3,601.44	0.00	21,398.56	14.41
NET OF REVENUES & EXPENDITURES		0.00		17,796.79	469.46	(17,796.79)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 02/29/2016

		2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT	
		AMENDED		MONTH		MONTH		BALANCE		USED	
		BUDGET		02/29/2016		02/29/2016					
Fund 716 - CARR FUND											
Revenues											
INT		INTEREST AND RENTS		0.00		6.26		6.26		(6.26) 100.00	
TOTAL Revenues				0.00		6.26		6.26		(6.26) 100.00	
TOTAL REVENUES											
TOTAL EXPENDITURES				0.00		6.26		(6.26)		100.00	
NET OF REVENUES & EXPENDITURES				0.00		0.00		0.00		0.00	
				0.00		6.26		6.26		(6.26) 100.00	

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR FUND II						
Revenues	INTEREST AND RENTS	0.00	21.77	21.77	(21.77)	100.00
TOTAL Revenues		0.00	21.77	21.77	(21.77)	100.00
TOTAL REVENUES		0.00	21.77	21.77	(21.77)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	21.77	21.77	(21.77)	100.00
TOTAL REVENUES - ALL FUNDS		6,613,314.00	4,389,142.71	373,619.07	2,224,171.29	66.37
TOTAL EXPENDITURES - ALL FUNDS		6,170,919.14	3,427,196.53	492,959.61	2,743,722.61	55.54
NET OF REVENUES & EXPENDITURES		442,394.86	961,946.18	(119,340.54)	(519,551.32)	217.44