

CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, JUNE 6, 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. May 16, 2016 – Regular Meeting
4. APPROVAL OF ACCOUNTS PAYABLE
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
 - d. Strategic Plan Overview
7. NEW BUSINESS
 - a. Award Presentation – Marv Rosenberger – for RSVP Service – Reception at 6:30 p.m. prior to meeting
 - b. Cascade Inspection Services - Brian Wilson – Reroofing/Siding and Building Update
 - c. Public Hearing - 2016-17 Budget
 - d. Resolution 07-16 – Adopting City of Lowell Annual Budget for Fiscal Year 2016-17
 - e. Resolution 08-16 – Budget Amendment
 - f. Resolution 09-16 – Approving the Installment Purchase Agreement of a Plow Truck Dump Body.
 - g. Resolution 10-16 – Approval the Installment Purchase Agreement of a Plow Truck
 - h. Resolution 11-16 – Authorizing Obtaining a Business Credit Card from Mercantile Bank of Michigan
 - i. City Manager Search Update
8. BOARD/COMMISSION REPORTS
9. APPOINTMENTS TO COMMISSIONS AND BOARDS
10. MANAGER'S REPORT
11. COUNCIL COMMENTS
12. ADJOURNMENT

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



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

MEMORANDUM

TO: Lowell City Council

FROM: David Pasquale, Interim City Manager

RE: Council Agenda for Monday, June 6, 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 MEETING(S)
 - a. May 16, 2016 – Regular Meeting
4. ACCOUNTS PAYABLE
5. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS

- a. Strategic Goals Report
- 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.

- d. Strategic Plan Overview

7. NEW BUSINESS

- a. Award Presentation to Marv Rosenberger for RSVP Service Marv Rosenberger is retiring from RSVP (Retired & Senior Volunteer Program) after 20 years with the Lowell Police Department. He served as a charter member from 1996-2016. An award will be presented to him.

- b. Cascade Inspection Services – Brian Wilson – Reroofing/Siding and Building Official Update. Brian Wilson, Building Official from Cascade Inspection Services will be present to review the reroofing/siding issue requiring permits. City Attorney Richard Wendt is providing information on this issue as well as the Building Official designation.
- c. Public Hearing – 2016-17 Budget. A public hearing has been scheduled for input on the proposed 2016-17 budget for the City of Lowell. The Council has had a budget hearing on May 16 as well as a worksession on May 17.

Following the public hearing, a resolution has been provided for your consideration.

Recommended Motion: The Council closes the public hearing.

- d. Resolution 07-16 Adopting City of Lowell Annual Budget for Fiscal Year 2016-17. A resolution is to be considered adopting the fund levels of the various revenues and appropriations approving the ad valorem property tax rate of 15.70 mills. In addition, the listing of all rates and fees.

Also, as required by the auditors a budget for the Cable TV Fund is needed as a special revenue fund.

Recommended Motion: To accept Resolution 07-16 adopting the City of Lowell Annual Budget for Fiscal Year 2016-17 approving millage levees, approving schedule of rates and fees and other matters related thereto.

- e. 2015-2016 Budget Amendment Resolution 08-16. The annual budget amendments are provided for your consideration.

Recommended Motion: That the Lowell City Council adopt Resolution 08-16 which outlines the amendment to the City of Lowell annual budget for fiscal year 2015-2016..

- f. Resolution 09-16 – Approving the Installment Purchase Agreement of a Plow Truck Dump Body. At its January 19, 2016 meeting, the City Council approved the purchase of a plow truck dump body from Truck and Trailer Specialties, Inc. of Dutton, Michigan for \$73,371.

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

	<u>Interest</u>
Huntington Bank	2.30%
Mercantile Bank	1.55%
Macatawa Bank	2.09%
United Bank	2.19%
Choice One	2.15%
Independent	4.90%

Recommended Motion: That the Lowell City Council approve Resolution 09-16 for installment purchase of a plow truck dump body with Mercantile at an interest rate of 1.55% for ten years as prepared by City Attorney Richard Wendt.

- g. Resolution 10-16 – Approval of the Installment Purchase Agreement of a Plow Truck. At its January 19, 2016 meeting, the City Council approved the purchase of a Peterbuilt 348 single axle plow truck and chassis at a cost of \$95,640 from 1X Peterbuilt – Grand Rapids of Wyoming, Michigan.

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

	<u>Interest</u>
Huntington Bank	2.30%
Mercantile Bank	1.55%
Macatawa Bank	2.09%
United Bank	2.19%
Choice One	2.15%
Independent	4.90%

Recommended Motion: That the Lowell City Council approve Resolution 10-16 for installment purchase of a plow truck purchase with Mercantile Bank at an interest rate of 1.55% for ten years as prepared by City Attorney Richard Wendt.

- h. Resolution 11-16 – Authorizing Obtaining a Business Credit Card From Mercantile Bank of Michigan in the Name of the City Treasurer. City Treasurer Sue Olin is trying to open a City Credit Card with Mercantile Bank to be used for conferences and ordering supplies. A motion is needed.

Recommended Motion: That the Lowell City Council approve Resolution 11-16 to open a City Credit Card with Mercantile Bank.

- i. City Manager Search Update. Monday, June 6 at the close of business was the deadline for receiving City Manager resumes. The following is the proposed schedule:
- **June 20th** - at 5:00 pm - Council will hold a special meeting and move into Closed Session to review resumes prior to the regular scheduled Council meeting. This meeting is describe as an intense and very focused meeting, taking approximately 2 hours. Kathie did not suggest doing this after the regular Council meeting because of this reason.
 - **July 11th** – evening open house with the selected candidates, council and community – (time has yet to be established) - the candidates will tour the City during the day and take time in the evening to interact with those invited to the open house as well as allowing you time to observe and interact as well. (It is recommended that you all attend, not mandatory)
 - **July 12th** – Interview Day – Plan on an 8 to 9 hour day **(It is required that each of you be present the entire day)**

8. BOARD/COMMISSION REPORTS

9. APPOINTMENTS TO COMMISSIONS AND BOARDS

Arbor Board

Vacancy – (James Reagan currently serving)

06/30/2016

Vacancy – (Tamela Spicer resigned)

06/30/2016

Board of Review

Vacancy – (Greg Canfield currently serving)

06/30/2016

Light and Power Board

Vacancy – (Tina Cadwallader currently serving)

06/30/2016

Vacancy – (Andrew Schrauben currently serving)

06/30/2016

Vacancy – (Tamela Spicer will be resigning end of June)

06/30/2017

Local Officers Compensation Commission

Vacancy – (Teresa Beachum currently serving)

06/30/2016

Vacancy – (Patricia Horn currently serving)

06/30/2016

Planning Commission

Vacancy – (John Gerard currently serving)

06/30/2016

Vacancy – (James Zandstra currently serving)

06/30/2016

10. MANAGER'S REPORT

11. COUNCIL COMMENTS

12. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, MAY 16, 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 Mayor Jeff Altoft and City Clerk Susan Ullery called roll.

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

Absent: None.

Also Present: Interim City Manager Dave Pasquale, City Clerk Susan Ullery, City Treasurer Sue Olin, DPW Director Rich LaBombard and Police Chief Steve Bukala.

2. **APPROVAL OF THE AGENDA.**

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

YES: 5 NO: None. ABSENT: 0. MOTION CARRIED.

3. **APPROVAL OF THE MINUTES FROM THE PRECEDING REGULAR AND/OR SPECIAL MEETINGS.**

IT WAS MOVED BY DEVORE and seconded by TEELANDER to approve the regular minutes of the May 2, 2016 meeting as written.

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

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

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

<u>BILLS AND ACCOUNTS PAYABLE (05/16/2016)</u>	
General Fund	\$25,502.34
Major Street Fund	\$42,873.39
Local Street Fund	\$145.76
Downtown Development Fund	\$36,518.38
Designated Contributions	\$7,232.37
Airport Fund	\$1,707.64
Wastewater Fund	\$18,158.94
Water Fund	\$61,265.92
Data Processing Fund	\$1,321.42
Equipment Fund	\$1,066.39

IT WAS MOVED BY HODGES and seconded by DEVORE to approve the accounts payable as presented.

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

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

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

Jim Salzwedel, Bob Pfaller and Shawn Bowne all got up to speak regarding various concerns.

6. **OLD BUSINESS.**

a. Strategic Goals Report.

Nothing new to report.

b. Pending Council Projects Report.

Nothing new to report.

c. Council Training and Information Schedule.

Nothing new to report.

d. Strategic Plan Overview.

Nothing new to report.

7. **NEW BUSINESS.**

a. Public Hearing – 2016-2017 Budget.

A public hearing has been scheduled for input on the proposed 2016-17 budget for the City of Lowell. Copies of the proposed budget have been made available at City Hall, the library and on our website. We have also offered to print a copy of the budget for anyone who has requested a copy. A Council worksession is planned for Tuesday, May 17 at 7:30 p.m. to review the proposed budget.

b. City Manager Search – Progress Report.

Recruitment for resumes has commenced through the Michigan Municipal League. The deadline for resume submittal is June 6.

c. Ordinance 16-02 to amend for Mineral Removal and Floodplain – Recommendation from the Planning Commission.

Over the last several months, the Planning Commission has reviewed zoning amendments which address the City's Floodplain District and allows for mineral extraction in the Industrial District. This was brought to the City because of Grand Rapids Gravel's proposal for mining at 2104 Bowes Road.

To address these issues, the Commission through its planner, Andy Moore, provided amendments which eliminated conflicts with the Floodplain District clarifying this as an overlay district. A Rivers Edge District was provided to protect those underdeveloped areas in the City which are subject to predictable and regular flooding.

After receiving public comments, the amendments were recommended for approval along with changes to the zoning map by the Commission at its May 9 meeting.

IT WAS MOVED BY DEVORE and seconded by PHILLIPS to adopt Ordinance 16-02 amendments recommended by the Planning Commission regarding the Floodplain Overlay District, the River's Edge District and zoning map changes.

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

d. Light & Power – MERS 457 Plan Adoption.

Steve Donkersloot's spoke about the fact that Lowell Light and Power wishes to add another 457 Plan as an optional retirement savings for employees. Under the Municipal Employees Retirement System, there are no costs to Light and Power. The City is also currently reviewing the plan for their employees.

IT WAS MOVED BY HODGES and seconded by DEVORE to approve the adoption of a MERS 457 Plan for Lowell Light and Power employees.

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

8. BOARD/COMMISSIONS REPORTS.

Councilmember Hodges attended the Arbor Board meeting last week and agreed to transplant two trees over by Pebble Beach Apartments. They will also be planting 5 new trees there as well.

The Look Memorial Fund met last week. There is only \$691 available and \$34,000 worth of requests. They ask that those groups who requested money, to defer to the fall and they will review the requests again at that time when they have more funds to disburse.

Councilmember Phillips stated that on Tuesday, May 24, the Historic District Commission will hold their meeting at City Hall.

Councilmember Teelander said that the last two Lowell Light & Power Board meetings have been 3 hours long and that says a lot about the dedication of the board and the team. Ryan Teachworth took Tom Russo's place and is a top notch employee. If anyone needs to speak to someone about any issues there, Steve is a great person to talk to. All projects are on line. They are working on solutions to get gas to the plant.

Teelander mentioned Chamber of Commerce Director Liz Baker requested that a council member sit on The Showboat Board. He recommended discussing it at the next council meeting once he finds out more information.

Councilmember Teelander then discussed some of his personal goals while on City Council. One of which was to access what the true total number is to fix the local streets.

Councilmember DeVore stated that the Parks and Recreation Department meets tomorrow at City Hall at 6:00 p.m.

Mayor Altoft attended the Fire Board meeting last week. We need to have the building inspected. Ron Woods intends to go through it once he recovers from his surgery. We should know by next month how much money we have to budget this year for the fire trucks.

The Airport Board met last week. Things are looking really good out there. Most of the maintenance out there is done by the board members.

9. **MONTHLY REPORTS.**

The Treasurer will have the monthly reports at the next meeting.

10. **APPOINTMENTS TO COMMISSIONS AND BOARDS.**

We are still receiving applications.

11. **MANAGER'S REPORT.**

1. Mayor Exchange with Portland is planned for Thursday, May 26. They will be here on that date. We will go there on June 30.
2. We received a blurb from the Michigan Municipal League on their convention at Mackinac Island in September. Registration opens sometime in June. Mayor Altoft recommended that they all attend.
3. The Downtown Development Authority at its May 12 meeting allocated up to \$12,000 for sidewalk replacement in the district.

12. **COUNCIL COMMENTS.**

Councilmember Hodges reminded everyone that we are currently in National Police Week, as it runs from May 15-21. May 15 was the day to honor fallen police members. He thanked and gave recognition to our police department for all that they do.

He thanked Frank Martin who recently retired as the Fire Chief and for his 45 years of service. There will be a public recognition and a farewell get together to honor Frank on Wednesday, June 15 from 5:00 – 7:00 p.m. at the Look Memorial Fire Station. The public is encouraged to attend.

Councilmember Phillips went over some of his personal goals that he would like to accomplish as a council member.

Councilmember Teelander reminded everyone that the budget is online and hoped to see many at the worksession. Input is important.

Councilmember DeVore stated that he has information for his personal goals, but he is going to get the budget first. He also recommended that everyone attend the Parks meeting tomorrow.

Mayor Altoft stated that he is working on the road plan along with Rich LaBombard. He also has concerns regarding the sidewalks and is looking to get all of the major bad portions fixed this year.

13. **ADJOURNMENT.**

IT WAS MOVED BY HODGES and seconded by DEVORE to adjourn at 8:18 p.m.

DATE:

APPROVED:

Jeff Altoft, Mayor

Susan Ullery, City Clerk

MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

MERS Uniform 457 Supplemental Retirement Program Resolution

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VII. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VIII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- IX. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

MERS Uniform 457 Supplemental Retirement Program Resolution

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

May 16

, 20 16.

David M. Pasquale

(Signature of authorized official)

Municipality name: City of Lowell

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20 _____

(Authorized MERS signatory)

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-040.000	ACCOUNTS RECEIVABLE	61ST DISTRICT COURT-TRAFF	BOND TRACY WHEATON	200.00	67895
101-000-084.015	DUE FROM FIRE AUTHORITY	AT&T LONG DISTANCE	ACCOUNT STATEMENT LONG DI	14.80	67849
101-000-084.015	DUE FROM FIRE AUTHORITY	MANSZEWSKI LANDSCAPING LL	MOWING APR & MAY 2016	150.00	67910
		Total For Dept 000		364.80	
Dept 101 COUNCIL					
101-101-880.000	COMMUNITY PROMOTION	DUNHAM, TRISHA	MILEAGE MAY - MAYOR EXCHA	21.60	67869
101-101-880.000	COMMUNITY PROMOTION	GERARD, LORI	MILEAGE & MAYOR EXCHANGE	30.80	67871
101-101-880.000	COMMUNITY PROMOTION	ULLERY, SUSAN	MAYOR EXCHANGE DAY	240.28	67888
101-101-880.000	COMMUNITY PROMOTION	FANDANGLED CUSTOM APPAREL	MAYOR EXCHANGE PLAQUE	82.50	67890
		Total For Dept 101 COUNCI		375.18	
Dept 253 TREASURER					
101-253-727.000	OFFICE SUPPLIES	HOOPER PRINTING	ENVELOPES	152.40	67906
101-253-801.000	PROFESSIONAL SERVICES	STRATEGIC ACCOUNTING & TA	MAY 2016 ACCOUNTING SVC	260.00	67914
101-253-860.000	TRAVEL EXPENSES	GERARD, LORI	MILEAGE & MAYOR EXCHANGE	16.74	67871
101-253-955.000	MISCELLANEOUS EXPENSE	HOOPER PRINTING	LAMINATING	6.00	67853
		Total For Dept 253 TREASU		435.14	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	267.88	67916
101-265-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	26.00	67857
101-265-740.000	OPERATING SUPPLIES	MUNDT, MARK	LUMBER FOR SHELF IN FLAT	118.56	67862
101-265-740.000	OPERATING SUPPLIES	ACTION CHEMICAL	FILTERS	72.64	67864
101-265-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS/PLANTS	146.25	67883
101-265-802.000	CONTRACTUAL	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE	471.25	67876
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES MAY 201	720.00	67880
101-265-802.000	CONTRACTUAL	STATE OF MICHIGAN	ELEVATOR INSPECTION	180.00	67893
101-265-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES JUNE 2016	56.81	67911
101-265-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	ACCOUNT STATEMENT LONG DI	215.24	67849
101-265-850.000	COMMUNICATIONS	AT&T	PHONE STATEMENTS	1,992.03	67867
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	696.77	67901
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	SERVICE & REPAIRS	311.50	67877
		Total For Dept 265 CITY H		5,274.93	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	CENTEC CAST METAL PRODUCT	CEMETERY GRAVE MARKERS	76.56	67851
101-276-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	13.00	67857
101-276-740.000	OPERATING SUPPLIES	FLAGS UNLIMITED LTD	FLAGS 12 X 18	308.16	67902
101-276-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES JUNE 2016	31.81	67911
		Total For Dept 276 CEMETE		429.53	
Dept 294 UNALLOCATED MISCELLANEOUS					
101-294-955.000	UNALLOCATED MISCELLANEOUS	HOPE NETWORK WEST MICHIGA	APRIL 2016 SERVICES	272.00	67854
		Total For Dept 294 UNALLO		272.00	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCAN	30.00	67913
101-301-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	ACCOUNT STATEMENT LONG DI	135.63	67849
101-301-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	512.88	67856
101-301-850.000	COMMUNICATIONS	AT&T	PHONE STATEMENTS	1,492.37	67867
101-301-931.000	R & M POLICE CARS	GRAND AUTO FAMILY	LPD 2010 IMPALA	145.57	67903
101-301-959.000	DRUG ENFORCEMENT	WMCJTC	TASER RE-CERTIFICATION	100.00	67860
		Total For Dept 301 POLICE		2,416.45	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERIVICES	1,587.00	67859
		Total For Dept 400 PLANNI		1,587.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	18.61	67916
101-441-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	TOWELS	177.66	67898

06/02/2016 03:03 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 05/19/2016 - 06/02/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/5

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES JUNE 2016	188.62	67911
101-441-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	ACCOUNT STATEMENT LONG DI	81.98	67849
101-441-850.000	COMMUNICATIONS	AT&T	PHONE STATEMENTS	710.52	67867
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	DPW CABLE	29.97	67900
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	157.49	67901
101-441-927.000	REPAIR & MAINT. STREET LI	LOWELL LIGHT & POWER	MAINT OF STREET LIGHTS	471.87	67874
Total For Dept 441 DEPART				1,836.72	
Dept 523 TRASH					
101-523-802.000	CONTRACTUAL	RED CREEK	1500 BLUE BAGS, 1036 LEAF	4,489.80	67855
Total For Dept 523 TRASH				4,489.80	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	31.69	67901
Total For Dept 747 CHAMBE				31.69	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	TOWELS	94.28	67898
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOMS	190.00	67873
101-751-802.000	CONTRACTUAL	TRUGREEN	LAWN SERVICE	120.00	67884
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - REC P	115.00	67909
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	RESTROOM - CREEKSIDE PARK	115.00	67909
101-751-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING APR & MAY 2016	6,010.00	67910
101-751-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES JUNE 2016	206.81	67911
Total For Dept 751 PARKS				6,851.09	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	13.00	67857
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES MAY 201	360.00	67880
101-790-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES JUNE 2016	26.81	67911
101-790-850.000	COMMUNICATIONS	AT&T	PHONE STATEMENTS	357.43	67867
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	266.52	67901
101-790-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	LIBRARY SERVICE/REPAIR	222.50	67877
101-790-930.000	REPAIR & MAINTENANCE	RICKERT ELECTRIC INC	LIBRARY R & M	90.00	67878
Total For Dept 790 LIBRAR				1,336.26	
Dept 804 MUSEUM					
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	158.94	67901
Total For Dept 804 MUSEUM				158.94	
Total For Fund 101 GENERA				25,859.53	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	GREAT LAKES PAVING	WASHINGTON ST WATER/SEWER	1,833.32	67872
202-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	431.25	67882
202-463-740.000	OPERATING SUPPLIES	BEAVER RESEARCH COMPANY	STREET MAINT	358.88	67897
202-463-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	12.72	67856
Total For Dept 463 MAINT				2,636.17	
Total For Fund 202 MAJOR				2,636.17	
Fund 203 LOCAL STREET FUND					
Dept 450 CAPITAL OUTLAY					
203-450-970.000	CAPITAL OUTLAY	CL TRUCKING & EXCAVATING	2015 RESURFACE & WATER MA	1,195.00	67852
203-450-970.000	CAPITAL OUTLAY	CL TRUCKING & EXCAVATING	2015 GROVE & HIGH ST PROJ	1,930.00	67852
Total For Dept 450 CAPITA				3,125.00	
Dept 463 MAINTENANCE					
203-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	431.25	67882
203-463-740.000	OPERATING SUPPLIES	BEAVER RESEARCH COMPANY	STREET MAINT	358.89	67897
203-463-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	12.72	67856
Total For Dept 463 MAINT				802.86	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
		Total For Fund 203 LOCAL		3,927.86	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	ROOKIES SPORTS CARDS	HDC C OF A 11/24/15 STRUC	9,740.00	67863
		Total For Dept 000		9,740.00	
		Total For Fund 238 HISTOR		9,740.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463	MAINTENANCE				
248-463-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS/PLANTS	120.50	67883
248-463-740.000	OPERATING SUPPLIES	SITEONE LANDSCAPE SUPPLY	DDA SUPPLIES	9.29	67912
		Total For Dept 463 MAINT		129.79	
Dept 740	COMMUNITY PROMOTIONS				
248-740-880.000	COMMUNITY PROMOTION	KERKSTRA PORTABLE, INC.	RESTROOM - BOAT LAUNCH	180.00	67909
		Total For Dept 740 COMMUN		180.00	
		Total For Fund 248 DOWNTO		309.79	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751	PARKS				
260-751-974.000	LAND IMPROVEMENTS	GREAT LAKES PAVING	STONEY LAKESIDE PARK	9,200.00	67905
		Total For Dept 751 PARKS		9,200.00	
Dept 758	DOG PARK				
260-758-740.000	OPERATING SUPPLIES	CAREY, JAMES	DOG PARK REIMBURSEMENT	49.34	67899
		Total For Dept 758 DOG PA		49.34	
		Total For Fund 260 DESIGN		9,249.34	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	80.19	67901
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	67858
		Total For Dept 000		130.18	
		Total For Fund 581 AIRPOR		130.18	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	AT&T LONG DISTANCE	ACCOUNT STATEMENT LONG DI	109.07	67849
590-000-276.000	FLAT PENALTY	VANENK,CAMERON	UB refund for account: 3-	18.41	67885
590-000-276.000	Sewer Inside 5/8"	ALLEN EDWIN HOMES	UB refund for account: 7-	9.04	67896
		Total For Dept 000		136.52	
Dept 550	TREATMENT				
590-550-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	20160104 WWTP MAHL	543.60	67892
590-550-802.000	CONTRACTUAL	SUEZ WATER, INC.	SURCHARGE APRIL 2016	8,769.05	67894
590-550-802.000	CONTRACTUAL	SUEZ WATER, INC.	CONTRACTUAL MAY 2016	35,925.00	67894
590-550-802.000	CONTRACTUAL	SUEZ WATER, INC.	MARCH SURCHARGE	4,442.32	67915
590-550-802.000	CONTRACTUAL	SUEZ WATER, INC.	WWTP CONTRACT APRIL 2016	35,925.00	67915
590-550-930.000	REPAIR & MAINTENANCE	TURTLE & HUGHES INC	AB ARCH FLASH STUDY WWTP	7,701.00	67918
		Total For Dept 550 TREATM		93,305.97	
Dept 551	COLLECTION				
590-551-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	SEWER R&M - NEAR SPRINGRO	175.00	67850
590-551-930.000	REPAIR & MAINTENANCE	GREAT LAKES PAVING	WASHINGTON ST WATER/SEWER	1,833.34	67872
590-551-930.000	REPAIR & MAINTENANCE	RYAN'S MODERN SEWER CLEAN	SEWER R & M	1,175.00	67881
		Total For Dept 551 COLLEC		3,183.34	
Dept 552	CUSTOMER ACCOUNTS				
590-552-730.000	POSTAGE	POSTMASTER	WATER/SEWER BILLS FOR JUN	205.29	67891
590-552-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER BILL PAPER	116.35	67853
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR METER READING	32.67	67861
		Total For Dept 552 CUSTOM		354.31	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 05/19/2016 - 06/02/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 4/5

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 WASTEWATER FUND					
		Total For Fund 590 WASTEW		96,980.14	
Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water	VANENK,CAMERON	UB refund for account; 3-	16.42	67885
591-000-276.000	Water Inside 5/8"	ALLEN EDWIN HOMES	UB refund for account; 7-	9.15	67896
		Total For Dept 000		25.57	
Dept 570 TREATMENT					
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	WTP CHEMICALS	1,905.50	67866
591-570-743.000	CHEMICALS	GRAYMONT CAPITAL INC.	WTP QUICKLIME	6,392.00	67904
591-570-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING APR & MAY 2016	440.00	67910
591-570-802.000	CONTRACTUAL	TRUGREEN	LAWN TREATMENT WTP	105.00	67917
591-570-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	ACCOUNT STATEMENT LONG DI	16.62	67849
591-570-850.000	COMMUNICATIONS	AT&T	PHONE STATEMENTS	307.69	67867
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	170.83	67901
		Total For Dept 570 TREATM		9,337.64	
Dept 571 DISTRIBUTION					
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION MAY 2016	815.00	67907
591-571-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING APR & MAY 2016	600.00	67910
591-571-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	51.82	67856
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	STATEMENT OF ACCT 4/13 -	40.03	67886
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	72.88	67868
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	67.88	67901
591-571-930.000	REPAIR & MAINTENANCE	EJ USA, INC.	WATER DEPT R & M	1,035.24	67870
591-571-930.000	REPAIR & MAINTENANCE	EJ USA, INC.	WATER DEPT R & M	1,553.30	67870
591-571-930.000	REPAIR & MAINTENANCE	GREAT LAKES PAVING	WASHINGTON ST WATER/SEWER	1,833.34	67872
591-571-930.000	REPAIR & MAINTENANCE	MICHIGAN METER TECHNOLOGY	WATER DEPT R & M	1,931.67	67875
591-571-930.000	REPAIR & MAINTENANCE	RS TECHNICAL SERVICES, IN	WATER R & M	1,531.11	67879
		Total For Dept 571 DISTRI		9,532.27	
Dept 572 CUSTOMER ACCOUNTS					
591-572-730.000	POSTAGE	POSTMASTER	WATER/SEWER BILLS FOR JUN	205.29	67891
591-572-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER BILL PAPER	116.35	67853
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR METER READING	32.67	67861
		Total For Dept 572 CUSTOM		354.31	
		Total For Fund 591 WATER		19,249.79	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	STATEMENT OF ACCT	620.00	67865
		Total For Dept 000		620.00	
		Total For Fund 636 DATA P		620.00	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	KENDALL ELECTRIC INCORPOR	SUPPLIES	24.24	67908
		Total For Dept 895 FLEET		24.24	
		Total For Fund 661 EQUIPM		24.24	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 05/19/2016 - 06/02/2016

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	25,859.53
Fund 202	MAJOR STREET FUN	2,636.17
Fund 203	LOCAL STREET FUN	3,927.86
Fund 238	HISTORICAL DISTR	9,740.00
Fund 248	DOWNTOWN DEVELOP	309.79
Fund 260	DESIGNATED CONTR	9,249.34
Fund 581	AIRPORT FUND	130.18
Fund 590	WASTEWATER FUND	96,980.14
Fund 591	WATER FUND	19,249.79
Fund 636	DATA PROCESSING	620.00
Fund 661	EQUIPMENT FUND	24.24

168,727.04



STRATEGIC GOALS REPORT

JUNE 6, 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)

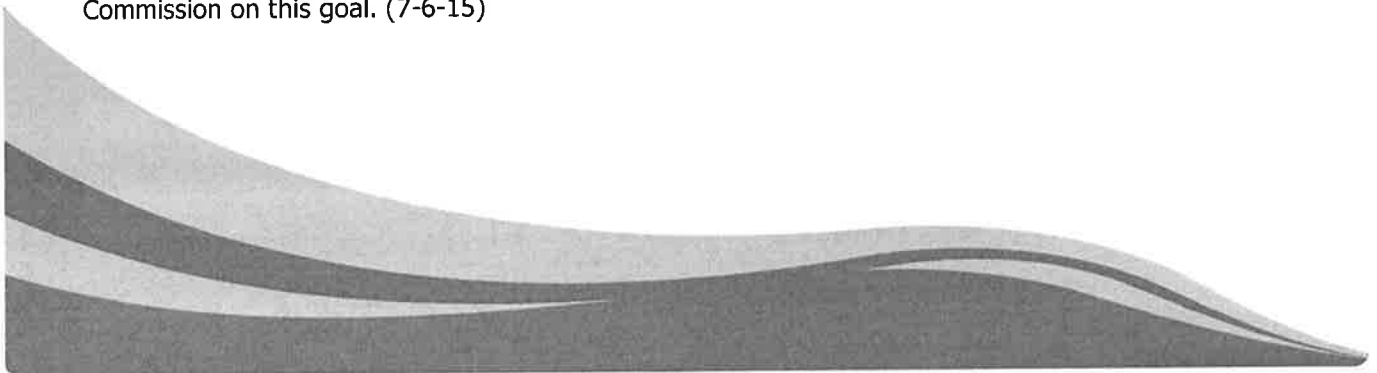
5) Business Development Packet: I have reached out to The Right Place who indicated they can assist us with this project. (7-20-15)

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

June 6, 2016

UPDATES

Underground Electrical Lines – No further update.

Trash Ordinance Update – No further update.

Right of Way Ordinance – No further update.

UPDATES

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 – Not completed**
- **Arbor Board and Urban Forest Initiative – Not completed**
- **Parks & Recreation, LARA, Trails - Completed**

April 4 (Spring Break week)

-

April 18

- **City Manager's Budget Recommendation - Completed**

May 2

- **Budget Review and Discussion - Completed**

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)

•

Dave Pasquale

From: Brian Wilson <bwilson@cascadetwp.com>
Sent: Tuesday, May 17, 2016 10:04 AM
To: Dave Pasquale
Subject: Inspection Services Agreement
Attachments: COL inspection services agreement.pdf

Dave,

I have attached the agreement.

As we discussed, the agreement is pretty straight forward.

Item 2 states that the City will adopt our fee schedule. This includes roofing and siding permits. This is for the protection of the residents. The process is simple, no open roof inspection is required. We ensure a licensed contractor is responsible for the job and that correct materials are installed. Our view is that a permit is required per PA 230 and that such work is not exempt under "normal repairs." Normal repairs are smaller, more routine repairs (many roofing/siding jobs are \$10,000 plus)

Item 4 states that we are responsible for all inspection functions under PA230. Hence, I act as the building official for those functions. Regarding code enforcement, citations, stop orders or disputes – the city manager has the final decision. This is important because those "policing powers" should be kept with an employee of the City and not contracted to a third party. This issue is ongoing and developing at the state level – mainly because of the private (for profit) third party providers. Since we are not "for profit" all permit revenue is used for enforcement of PA 230 and there is no potential for conflict of interest.

Let me know if the council would like any further information. It is my hope that they see the value in the services we provide and we can build on our current relationship.

Have a great day!

Brian Wilson

Building Official, Cascade Township
616-949-3765



INSPECTION SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2015 by and between CASCADE CHARTER TOWNSHIP, 2865 Thomhills SE, Grand Rapids, Michigan 49546 (hereinafter called "Cascade"), and the City of Lowell, 301 East main St., Lowell MI 49331 (hereinafter called "Lowell")

WHEREAS Lowell is desirous of contracting with Cascade for the performance of inspection services by Cascade; and

WHEREAS Cascade is agreeable to rendering such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Cascade agrees to provide building, plumbing, mechanical and electrical inspection services of residential, commercial and industrial structures within the corporate limits of Lowell for compliance with the State of Michigan building, plumbing, mechanical and electrical codes. Such inspections shall be performed pursuant to the applicable state Codes.
2. Lowell shall adopt and enforce charges for inspections equal to those charged by Cascade for the same inspections in Cascade. Cascade shall remit to Lowell twenty percent (20%) of all fees collected by Cascade, once each month.
3. The rendition of inspection services, the standards of performance, the discipline of Inspectors, other matters incident to the performance of inspection services and the control of personnel so employed shall remain with Cascade provided Cascade will timely perform all inspections.
4. Cascade Township will be responsible for all inspection functions under this agreement except code enforcement citations, stop orders and dispute resolutions which will be exclusively within the jurisdiction of the Lowell City Manager or the Manager's designated representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first above written.

CASCADE CHARTER TOWNSHIP

By

Robert Beahan, Supervisor

And By

Ronald H. Goodyke, Clerk

THE CITY OF LOWELL

By

James Hodges, Mayor

June 19, 2015

And By

Betty R. Morlock, Clerk

June 19, 2015

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 07-16

**RESOLUTION ADOPTING CITY OF LOWELL ANNUAL
BUDGET FOR FISCAL YEAR 2016-17, APPROVING
MILLAGE LEVIES, APPROVING SCHEDULE OF RATES
AND FEES AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the City Manager has prepared and presented to the City Council at its meeting on May 3, 2016, a proposed complete itemized annual budget for the 2016-17 fiscal year of the City (the "FY16-17 Budget") in accordance with the City Charter, applicable State of Michigan law and applicable federal law and regulations, if any; and

WHEREAS, after the FY 16-17 Budget was presented to the City Council, a copy has been available for public inspection at City Hall at the office of the City Clerk; and

WHEREAS, the City Charter requires that before the FY 16-17 Budget may be considered for adoption by the City Council, the City Council shall hold a public meeting; and

WHEREAS, public hearings on the FY 16-17 Budget, properly noticed as referenced by Section 8.4 of Chapter 8 of the City Charter and Section 2 of Act 43 of the Public Acts of Michigan (2nd Ex. Sess.), were held at 7:00 p.m. on May 16, 2016, and June 6, 2016, in the City Council Chambers in City Hall at which times all interested persons were given an opportunity to be heard; and

WHEREAS, the City Charter requires that the City Council adopt a budget for the City for the 2016-17 fiscal year of the City not later than the first Monday in June, including the amount to be levied in such fiscal year on taxable real and personal property in the City to meet the requirements of the FY 16-17 Budget; and

WHEREAS, in connection with the approval of the FY 16-17 Budget, the City Council desires to approve a schedule of rates and fees to be applicable in the City commencing at the beginning of the City's 2016-17 fiscal year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the FY 16-17 Budget as presented at this meeting, including modifications, if any, made at the time of public hearings and noted in the FY 16-17 Budget document, is hereby adopted.
2. That for the 2016-17 Fiscal year of the City there shall be levied on all taxable real and personal property in the City (a) a general *ad valorem* tax rate of 15.70 mills for general purposes (i.e., administration, fire, police, parks and recreation, etc.), and (b) a general *ad valorem* tax rate

of 0.2424 mills for improvements to, and operation of, the public museum. The total 2016-17 fiscal year City general *ad valorem* tax levy on all taxable real and personal property in the City is 15.9424 mills.

3. That in accordance with the FY 16-17 Budget which is adopted at the fund level, the following are the estimated City revenues and expenses for the 2016-17 fiscal year of the City:

REVENUES

General Fund, \$2,857,180.00
Major Street Fund, \$292,000.00
Local Street Fund, \$267,000.00
Historic District Fund, \$50,100.00
Downtown Development Authority Fund, \$397,850.00
Designated Contributions Fund, \$7,000.00
Airport Fund, \$52,266.00
Wastewater Fund, \$1,085,000.00
Water Fund, \$1,032,540.00
Cable Fund, \$100,000.00
Light & Power Fund, \$8,823,230.00
Data Processing Fund, 80,000.00
Equipment Fund, \$153,000.00
Lee Fund, \$5,000.00
Look Fund, \$25,000.00

APPROPRIATIONS

General Fund, \$2,953,829.00
Major Street Fund, \$587,550.00
Local Street Fund, \$277,743.00
Historic District Fund, \$50,000.00
Downtown Development Authority Fund, \$404,625.00
Designated Contributions Fund, \$7,000.00
Airport Fund, \$44,000.00
Wastewater Fund, \$1,355,350.00
Water Fund, \$1,056,424.00
Cable Fund, \$100,000.00
Light & Power Fund, \$9,299,262.59
Data Processing Fund, 80,000.00
Equipment Fund, \$203,299.00
Lee Fund, \$5,000.00
Look Fund, \$25,000.00

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

5. That pursuant to the provisions of Act 2, the City Manager is hereby authorized to make budgetary transfers within the identified fund in the FY 16-17 Budget or between identified activities within a fund. All other budgetary transfers in the FY 16-17 Budget shall be in accordance with Act 2 when City Council approval is required.

6. That the City Manager or his designee(s) is authorized to make expenditures budged in the FY 16-17 Budget in accordance with applicable law, ordinances, rules, regulations and policies.

7. That the Schedule of Rates and Fees presented at this meeting is approved to be effective July 1, 2016.

8. That all resolutions or parts of resolutions to the extent of any conflict herewith are rescinded.

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on June 6, 2016, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 6, 2016

Susan Ullery, City Clerk

City of Lowell

Schedule of Rates and Fees

FY 2016-2017

	Current	Adopted	Notes
General			
Check Returned for Insufficient Funds (13-213)	\$ 25.00	\$ 25.00	
Photocopies (per page)	\$ 0.10	\$ 0.10	
Property Cards (per page)	\$ 0.50	\$ 0.50	
Use of Public Buildings			
City Hall			
Council Chambers (\$100 refundable deposit for all rentals)			
Business Hours			
Non-Profit	\$ 25.00	\$ 25.00	First hour, \$25/hour afterward
City Business/Organization	\$ 50.00	\$ 50.00	First hour, \$25/hour afterward
Non City Business/Organization	\$ 75.00	\$ 75.00	First hour, \$25/hour afterward
Non-Business Hours			
Non-Profit	\$ 40.00	\$ 40.00	First hour, \$25/hour afterward
City Business/Organization	\$ 75.00	\$ 75.00	First hour, \$25/hour afterward
Non City Business/Organization	\$ 100.00	\$ 100.00	First hour, \$25/hour afterward
Grand River Room (\$75 refundable deposit for all rentals)			
Business Hours			
Non-Profit	\$ 20.00	\$ 20.00	First hour, \$15/hour afterward
City Business/Organization	\$ 40.00	\$ 40.00	First hour, \$15/hour afterward
Non City Business/Organization	\$ 60.00	\$ 60.00	First hour, \$15/hour afterward
Non-Business Hours			
Non-Profit	\$ 30.00	\$ 30.00	First hour, \$15/hour afterward
City Business/Organization	\$ 50.00	\$ 50.00	First hour, \$15/hour afterward
Non City Business/Organization	\$ 75.00	\$ 75.00	First hour, \$15/hour afterward
Flat River Room (No deposit required)			
Business Hours			
Non-Profit	No Charge	No Charge	
City Business/Organization	No Charge	No Charge	
Non City Business/Organization	No Charge	No Charge	
Non-Business Hours			
Non-Profit	Unavailable	Unavailable	
City Business/Organization	Unavailable	Unavailable	
Non City Business/Organization	Unavailable	Unavailable	
Showboat			
Chamber of Commerce	\$ -	\$ -	
Chamber Members	\$ 30.00	\$ 30.00	Plus a \$50 refundable deposit
Non-Profit Organizations	\$ 50.00	\$ 50.00	Plus a \$100 refundable deposit
Private Individuals/Businesses	\$ 100.00	\$ 100.00	Plus a \$100 refundable deposit

City of Lowell

Schedule of Rates and Fees

FY 2016-2017

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

City of Lowell

Schedule of Rates and Fees

FY 2016-2017

	Current	Adopted	Notes
Community Development, Planning & Zoning			
Trades, exhibitions or demonstrations (14-58)	\$ 150.00	\$ 150.00	
Auctioneer Application (6-22)	\$ 25.00	\$ 25.00	
Annual Permit Fee	\$ 50.00	\$ 50.00	
Peddler Application (15-47)	\$ 25.00	\$ 25.00	
Permit, Per Day/Per Person	\$ 25.00	\$ 25.00	
Permit, Per Week/Per Person	\$ 50.00	\$ 50.00	
Permit, Per Month/Per Person	\$ 100.00	\$ 100.00	
Permit, Greater Than One Month	TBD	TBD	Requires Council Review
Transient Merchant Application (15-135)	\$ 25.00	\$ 25.00	
Permit, Per Day/Per Vendor Location	\$ 50.00	\$ 50.00	
Permit, Per Week/Per Vendor Location	\$ 75.00	\$ 75.00	
Permit, Per Month/Per Vendor Location	\$ 100.00	\$ 100.00	
Permit, First Day/Per Vendor Location (Recurring, Intermittent Event)	\$ 50.00	\$ 50.00	
Each Additional Day/Per Vendor Location (Recurring, Intermittent Event)	\$ 15.00	\$ 15.00	
Planning Commission special meeting (16-30)	\$ 500.00	\$ 500.00	
Zoning			
Zoning Application	\$ 25.00	\$ 25.00	
Special Land Use (17.02)	\$ 250.00	\$ 250.00	
Minimum Escrow	\$ 500.00	\$ 500.00	
Site Plan Review (18.08)	\$ 100.00	\$ 100.00	
Minimum Escrow	\$ 1,000.00	\$ 1,000.00	
Zoning Board of Appeals Hearing (Variances) (21.03)	\$ 100.00	\$ 100.00	
Minimum Escrow	\$ 500.00	\$ 500.00	
Zoning Ordinance Amendment (22.04)	\$ 250.00	\$ 250.00	
Minimum Escrow	\$ 1,500.00	\$ 1,500.00	
Sexually Oriented Business Application Fee (17A.04, 08)	\$ 250.00	\$ 250.00	
Minimum Escrow	\$ 1,000.00	\$ 1,000.00	
Sign Permit Application	\$ 25.00	\$ 25.00	
Fence Permit Application	\$ 25.00	\$ 25.00	
Land Division Application	\$	\$ 25.00	
Application for liquor license (4-25)			
New Licenses	\$ 250.00	\$ 250.00	
Temporary License (City Business/Organization)	\$ 50.00	\$ 50.00	
Temporary License (Non City Business/Organization)	\$ 100.00	\$ 100.00	
Snow Plowing Permit (per motor vehicle, annually)	\$ 10.00	\$ 10.00	
Trash Hauling Permit (per motor vehicle, annually)	\$ 30.00	\$ 30.00	
Building			
Permit, plan review, inspection, extra service and penalty fees relating to buildings (7-28)	separate schedule	separate schedule	
Moving permit (7-65), and reimbursement of costs (7-74)	\$ 250.00	\$ 250.00	
Minimum Escrow - includes deposit of expenses and deposit for completion of work	\$ 4,000.00	\$ 7,500.00	
Property maintenance code (7-80)	separate schedule	separate schedule	

City of Lowell

Schedule of Rates and Fees

FY 2016-2017

	Current	Adopted	Notes
Public Safety			
Parking Violations Bureau penalties (21-91)			
Meter Violation	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Time Limit Violation	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Handicap Parking Space/Zone	\$ 75.00	\$ 75.00	Add \$10 if paid after 14 days, \$25 if after 28 days
No Parking Zone	\$ 30.00	\$ 30.00	Add \$10 if paid after 14 days, \$20 if after 28 days
No Stopping, Standing or Parking	\$ 30.00	\$ 30.00	Add \$10 if paid after 14 days, \$20 if after 28 days
No Parking Between 2 a.m. and 6 a.m.	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Improper Parking	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Permit Parking Area	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Private Parking Area	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
No Parking in Alley	\$ 30.00	\$ 30.00	Add \$10 if paid after 14 days, \$20 if after 28 days
Blocking Drive or Sidewalk	\$ 30.00	\$ 30.00	Add \$10 if paid after 14 days, \$20 if after 28 days
Blocking Traffic Lane or Traffic Hazard	\$ 40.00	\$ 40.00	Add \$10 if paid after 14 days, \$20 if after 28 days
Special Parking	\$ 40.00	\$ 40.00	Add \$10 if paid after 14 days, \$20 if after 28 days
Failure to Pay Prescribed Fee	\$ 15.00	\$ 15.00	Add \$10 if paid after 14 days, \$35 if after 28 days
Fire Lane	\$ 40.00	\$ 40.00	Add \$10 if paid after 14 days, \$20 if after 28 days
All Over Violations	\$ 20.00	\$ 20.00	Add \$10 if paid after 14 days, \$30 if after 28 days
Accident Reports	\$ 5.00	\$ 5.00	
Personel Protection Order Service	\$ 50.00	\$ 50.00	
PBT	\$ 5.00	\$ 5.00	
Mouthpiece	\$ 2.00	\$ 2.00	
Police Reports			See FOIA Schedule
Records			See FOIA Schedule
DVD Copy	\$ 30.00	\$ 30.00	
CD Copy	\$ 25.00	\$ 25.00	
35 mm Photos Copy	\$ 15.00	\$ 15.00	Plus actual lab costs
Applicant Fingerprints	\$ 10.00	\$ 10.00	Plus \$49.25 State/Federal fees
Inked Fingerprint Cards	\$ 20.00	\$ 20.00	Per Card
Salvage Vehicle Inspection	\$ 100.00	\$ 100.00	
Abatement of nuisances, noxious shrubs, weeds and grass (23-51)	\$ 50.00	\$ 50.00	Billed if remedial action required
On-Street Parking Permit	\$ 25.00	\$ 25.00	
Vehicles For Hire Application (24-46)	\$ 25.00	\$ 25.00	
Annual License	\$ 150.00	\$ 150.00	
Animal Control			
Dog Impoundment Fee (5-33)	\$ 25.00	\$ 25.00	
Boarding after Impoundment	Actual Costs	Actual Costs	

City of Lowell
Schedule of Rates and Fees
FY 2016-2017

	Current	Adopted	Notes
Public Works			
Opening pavement/city street (19-3), Resolution 15-05	\$ 50.00	\$ 50.00	
Construction in right of way, sidewalks (19-27)	\$ 50.00	\$ 50.00	
Parks & Recreation			
Creekside Park Pavilion Rental	\$ 75.00	\$ 75.00	
Deposit (returned on inspection)	\$ 50.00	\$ 50.00	
City Athletic Field Exclusive Use Per Field/Day	\$ 150.00	\$ 150.00	
Extended or Recurrent Use	TBD	TBD	Negotiated contract with City Manager
Airport			
Airport Hangar Fees (3-27)			
Middle Hangars	\$ 130.00	\$ 130.00	
End Hangars	\$ 140.00	\$ 140.00	
Utility Hangar	\$ 400.00	\$ 400.00	
Tie Down Fees	\$ 20.00	\$ 20.00	
Outside Storage	\$ 25.00	\$ 25.00	
Winter Storage as space permits (Nov. 1 - April 15)	\$ 275.00	\$ 275.00	

City of Lowell
Schedule of Rates and Fees
FY 2016-2017

	Current	Adopted	Notes
Sewer			
Readiness to Serve			
5/8" Meter (per month)	\$ 22.60	\$ 22.60	
1" Meter (per month)	\$ 56.49	\$ 56.50	
1.5" Meter (per month)	\$ 180.78	\$ 180.79	
2" Meter (per month)	\$ 225.97	\$ 225.99	
3" Meter (per month)	\$ 508.43	\$ 508.48	
4" Meter (per month)	\$ 1,355.82	\$ 1,355.96	
6" Meter (per month)	\$ 3,389.56	\$ 3,389.89	
User/Commodity			
Per 1,000 gallons of metered usage for users connected to City's water system	\$ 3.74	\$ 3.74	
Per Residential Equivalent Unit for users not connected to the City's water system	\$ 54.39	\$ 54.39	
Late Fee	\$ 10.00	\$ 10.00	Plus 2% of Overdue Balance
Capital Connection			
5/8" Meter	\$ 375.00	\$ 375.00	
1" Meter	\$ 937.00	\$ 937.00	
1.5" Meter	\$ 2,998.00	\$ 2,998.00	
2" Meter	\$ 3,748.00	\$ 3,748.00	
3" Meter	\$ 8,432.00	\$ 8,432.00	
4" Meter	\$ 22,486.00	\$ 22,486.00	
6" Meter	\$ 56,216.00	\$ 56,216.00	
Storm Sewer Separation	\$ 1,250.00	\$ 1,250.00	
Sewer Inspection	\$ 300.00	\$ 300.00	

City of Lowell

Schedule of Rates and Fees

FY 2016-2017

	Current	Adopted	Notes
Water			
Readiness to Serve (All except Mobile Home Parks and Apartments)			
5/8" Meter (per month)	\$ 22.88	\$ 22.91	
1" Meter (per month)	\$ 57.21	\$ 57.27	
1.5" Meter (per month)	\$ 183.07	\$ 183.26	
2" Meter (per month)	\$ 228.84	\$ 229.08	
3" Meter (per month)	\$ 514.88	\$ 515.43	
4" Meter (per month)	\$ 1,373.02	\$ 1,374.49	
6" Meter (per month)	\$ 3,432.55	\$ 3,432.55	
Readiness to Serve (Mobile Home Parks and Apartments)			
Per Trailer Pad	\$ 22.88	\$ 22.91	
Per Apartment Unit	\$ 22.88	\$ 22.91	
Late Fee	\$ 10.00	\$ 10.00	Plus 2% of Overdue Balance
User/Commodity			
Per 1,000 gallons of metered usage for users connected to City's water system	\$ 2.12	\$ 2.25	
Capital Connection			
5/8" Meter	\$ 543.00	\$ 543.00	
1" Meter	\$ 1,357.00	\$ 1,357.00	
1.5" Meter	\$ 4,343.00	\$ 4,343.00	
2" Meter	\$ 5,428.00	\$ 5,428.00	
3" Meter	\$ 12,214.00	\$ 12,214.00	
4" Meter	\$ 32,570.00	\$ 32,570.00	
6" Meter	\$ 81,424.00	\$ 81,424.00	
High Pressure District Connection Fee	\$ 1,077.00	\$ 1,077.00	
Existing Service Connection Fee	\$ 1,200.00	\$ 1,200.00	
Meter & Pit Fees			
5/8" Meter	\$ 400.00	\$ 425.00	
1" Meter	\$ 575.00		Call Water Dept for current pricing
1.5" Meter	\$ 665.00		Call Water Dept for current pricing
2" Meter	\$ 840.00		Call Water Dept for current pricing
Larger than 2" must be ordered.			
Meter Pit	\$ 300.00	\$ 300.00	
Additional Meters (Apartments & Lawn Sprinkling)			
5/8" Meter	\$ 300.00	\$ 300.00	
1" Meter	\$ 475.00		Call Water Dept for current pricing
Meter and/or Pit Replacements			
Fire Protection Sprinkler			
2" or Larger Service Lines (annually)	\$ 100.00	\$ 100.00	
Bulk Water Sales			
Connection	\$ 25.00	\$ 25.00	
User/Commodity Rate (5,000 gallon minimum)	\$ 2.12	\$ 2.25	
Water Hydrant Bulk Water Sales			
Connection	\$ 50.00	\$ 50.00	
User/Commodity Rate (10,000 gallon minimum, then in 5,000 gallon increments)	\$ 2.12	\$ 2.25	

Memorandum

To: The Lowell City Council
From: Sue Olin
Date: 6/1/2016
Re: Budget for Cable TV Fund

In looking through last year's audit information, it occurred to me I should have provided a budget for the Cable TV Fund. Our auditors pointed out, the Cable TV fund requires a budget because it is considered a special revenue fund.

The attached document shows the budget I have prepared for this fund. Please insert into your 2016-2017 budget book. Thanks.

Cable TV Fund	Revenues	Appropriations
	\$100,000	\$100,000

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 08- 16

**RESOLUTION ADOPTING AN AMENDMENT TO THE
CITY OF LOWELL ANNUAL BUDGET FOR FISCAL
YEAR 2015-2016.**

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

WHEREAS, the City Manager has prepared and presented to the City Council at its meeting on June 6, 2016, a proposed amended budget for the 2015-2016 fiscal year of the City (the "budget") in accordance with the City Charter, applicable State of Michigan law and applicable federal law and regulations, if any; and

WHEREAS, the City Charter allows that after the budget has been adopted the council may make adjustments as it deems necessary.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the amended budget as presented at this meeting, including modifications, if any, made at the time of the meeting and noted in the budget document, is hereby adopted.
2. That in accordance with the FY 15-16 Budget which is adopted and amended at the fund level, the following are the estimated City revenues and expenses for the 2015-16 fiscal year of the City:

	<u>Revenues</u>	<u>Appropriations</u>
General Fund	\$ 2,902,255	\$ 2,969,748
Major Street Fund	\$ 425,550	\$ 429,000
Local Street Fund	\$250,850	\$374,800
DDA	\$626,000	\$790,297
Airport Fund	\$ 49,490	\$ 58,350
Wastewater Fund	\$ 1,050,000	\$ 976,454
Water Fund	1,001,270	1,247,646
Cable Fund	\$204,200	\$204,200
Equipment Fund	\$140,000	\$218,469

3. That it has been determined that there is sufficient fund balance when budgeted revenues are less than budgeted appropriations.

4. That pursuant to the provisions of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of Michigan 1968 as amended ("Act 2") the City Manager is hereby authorized to make budgetary transfers within the identified fund in the budget or between identified activities within a fund. All other budgetary transfers in the budget shall be in accordance with Act 2 when City Council approval is required.

5. That the City Manager or his designee(s) is authorized to make expenditures budgeted in the budget in accordance with applicable law, ordinances, rules, regulations and policies.

6. That all resolution and parts of resolution to the extent of any conflict herewith are rescinded.

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Lowell, Michigan (the "City"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on _____, 2016, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 6, 2016

Susan Ullery, City Clerk

	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Difference</u>
<u>GENERAL FUND EXPENDITURES</u>			
<u>Manager</u>			
Salaries	\$ 67,700.00	\$ 102,000.00	\$ 34,300.00
Social Security	\$ 5,200.00	\$ 7,800.00	\$ 2,600.00
<u>Assessor</u>			
Salaries	\$ 36,900.00	\$ 38,000.00	\$ 1,100.00
Operating supplies	\$ 1,000.00	\$ 1,500.00	\$ 500.00
Printing	\$ 1,500.00	\$ 3,500.00	\$ 2,000.00
<u>Attorney</u>			
Attorney fees	\$ 25,000.00	\$ 40,000.00	\$ 15,000.00
Labor Attorney	\$ 5,000.00	\$ 2,500.00	\$ (2,500.00)
<u>Unallocated</u>			
Unallocated misc	\$ 38,714.00	\$ 15,000.00	\$ (23,714.00)
<u>City Hall</u>			
Salaries	\$ 8,400.00	\$ 19,000.00	\$ 10,600.00
Social Security	\$ 800.00	\$ 1,500.00	\$ 700.00
Health Insurance	\$ 2,700.00	\$ 5,000.00	\$ 2,300.00
Contractual	\$ 10,000.00	\$ 12,000.00	\$ 2,000.00
<u>Police</u>			
Salaries	\$ 283,600.00	\$ 300,000.00	\$ 16,400.00
Temporary salaries	\$ 57,000.00	\$ 72,000.00	\$ 15,000.00
<u>Code Enforcement</u>			
Salaries	\$ 72,200.00	\$ 55,000.00	\$ (17,200.00)
<u>Economic Development</u>			
Salaries	\$ 15,700.00	\$ 23,000.00	\$ 7,300.00
<u>Library</u>			
<u>Revenues</u>			
Grand Rapids Community Fund grant hvac system	\$ -	\$ 15,000.00	\$ 15,000.00
Look Grant hvac		\$ 3,601.44	\$ 3,601.44
Total revenues as amended:			\$ 18,601.44
<u>Expenditures</u>			
Building Improvements	\$ -	\$ 19,708.00	\$ 19,708.00
Library hvac system.			
Total general fund revenues as amended:			\$ 18,601.44
Total general fund expenditures as amended:			\$ 86,094.00
<u>MAJOR STREET FUND</u>			
Capital professional services	\$ -	\$ 25,000.00	\$ 25,000.00
Capital Outlay	\$ 340,000.00	\$ 268,650.00	\$ (71,350.00)
Portion of Monroe Street paid by the DDA			
Total expenditures as amended:			\$ (46,350.00)

<u>LOCAL STREET FUND</u>			
Capital Outlay			
To provide for the President's street project N. Washington and Grove St	\$ 5,000.00	\$ 136,500.00	\$ 131,500.00
Total expenditures as amended:			\$ 131,500.00
<u>DDA FUND</u>			
Capital Outlay			
DDA contributions for parking lot and Monroe Street	\$ 150,000.00	\$ 457,447.00	\$ 307,447.00
Total expenditures as amended:			\$ 307,447.00
<u>AIRPORT FUND</u>			
Capital Outlay			
Purchase of lawn mower	\$ -	\$ 5,150.00	\$ 5,150.00
Professional Services	\$ 1,500.00	\$ 8,500.00	\$ 7,000.00
Total expenditures as amended:			\$ 12,150.00
<u>WASTEWATER FUND</u>			
Treatment capital aeration tank cleaning	\$ -	\$ 25,404.00	\$ 25,404.00
Treatment repair and maintenance	\$ 25,000.00	\$ 35,000.00	\$ 10,000.00
New condensor and evaporator			
Distribution professional services (prein & newhof)	\$ -	\$ 133,000.00	\$ 133,000.00
Total expenditures as amended:			\$ 168,404.00
<u>WATER FUND</u>			
Treatment health insurance	\$ 11,100.00	\$ 34,000.00	\$ 22,900.00
Treatment Capital	\$ -	\$ 35,000.00	\$ 35,000.00
Pump repair peerless and oudbier instrument			
Distribution Capital	\$ -	\$ 300,000.00	\$ 300,000.00
Costs incurred for watermain work along the president's street project (CL Trucking) and watermain Monroe (CD Hughes project)			
Total expenditures as amended:			\$ 357,900.00
<u>CABLE FUND</u>			
Revenue			
Cable grants	\$ -	\$ 204,420.00	\$ 204,420.00
Total revenues as amended			\$ 204,420.00
Expenditures			
Capital Outlay	\$ -	\$ 94,420.00	\$ 94,420.00
Transfer to Streets	\$ -	\$ 110,000.00	\$ 110,000.00
Total expenditures as amended:			\$ 204,420.00
<u>EQUIPMENT FUND</u>			
Capital Purchases			
New pickup, utility trailer, injection upgrade, underbody scraper wingbl	\$ -	\$ 75,000.00	\$ 75,000.00
Total expenditures as amended:			\$ 75,000.00

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 09-16

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

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

WHEREAS, the City of Lowell (the "City") has determined to acquire a plow truck dump body including related equipment and appurtenances (the "Plow Truck Dump Body") at a cost of \$73,371.00 and to finance the costs thereof through an installment purchase; and

WHEREAS, the City has selected Truck and Trailer Specialties Inc., Dutton, Michigan, as the vendor (the "Vendor"), for the Plow Truck Dump Body; and

WHEREAS, the cost of the Plow Truck Dump Body is \$73,371.00, and the City has determined to finance the entire cost through an installment purchase; and

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

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

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

WHEREAS, the City requested proposals for financing the cost of the Plow Truck Dump Body through an installment purchase agreement pursuant to Act 99; and

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

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

WHEREAS, the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Plow Truck Dump Body, i.e. \$73,371.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. That the proposal of the Financial Institution is hereby approved and that the cost of the Plow Truck Dump Body in the amount of \$73,371.00 shall be financed through the Financial Institution through an installment purchase at an interest rate of 1.55% per annum by the payment of annual principal commencing April 1, 2017, and ending April 1, 2021 and

semiannual interest payments on April 1 and October 1 commencing October 1, 2016, in approximately equal annual debt services.

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

4. That the Plow Truck Dump Body has a useful life extending beyond April 1, 2021, the term of the Agreement.

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

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2016 calendar year.

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

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

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

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Susan Ullery, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a regular meeting held on June 6, 2016, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 6, 2016

Susan Ullery, City Clerk

EXHIBIT A

CITY OF LOWELL KENT COUNTY, MICHIGAN ACT 99 INSTALLMENT PURCHASE, SERIES 2016 (PLOW TRUCK DUMP BODY)

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed as of June 14, 2016, (hereinafter referred to as the "Agreement"), by and between the **City of Lowell**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the "City"), **Truck and Trailer Specialties, Inc.**, Dutton, Michigan (hereinafter referred to as the "Vendor"), and **Mercantile Bank of Michigan**, Grand Rapids, Michigan, as assignee of the Vendor (hereinafter referred to as the "Financial Institution").

WITNESSETH:

WHEREAS, the City intends to acquire a Plow Truck Dump Body including related equipment and appurtenances described on Exhibit A attached hereto (hereinafter referred to as the "Plow Truck Dump Body") from the Vendor for use by the City for public purposes; and

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

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

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

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

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

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

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

“Financed Funds” means the sum of \$73,371.00 to be provided by the Financial Institution towards the Purchase Price of the Plow Truck Dump Body.

“Financed Purchase Price” means the Purchase Price of the Plow Truck Dump Body, namely \$73,371.00, to be provided pursuant to the terms of this Agreement.

“Financial Institution” means Mercantile Bank of Michigan, Grand Rapids, Michigan.

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

“Interest Rate” means an interest rate of 1.55% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be October 1, 2016, and subsequent Payment Dates shall be on each April 1 and October 1 hereafter to and including April 1, 2021.

“Plow Truck Dump Body” means the Plow Truck Dump Body described in Exhibit A attached hereto.

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

“Purchase Price” means the purchase price of the Plow Truck Dump Body in the amount of \$73,371.00 to be financed pursuant to this Agreement.

“State” means the State of Michigan.

“Vendor” means Truck and Trailer Specialties, Inc., Dutton, Michigan.

Section 2. Purchase of Plow Truck Dump Body. The City agrees to purchase and the Vendor agrees to sell and provide the Plow Truck Dump Body to the City for the Purchase Price pursuant to the terms and conditions of this Agreement. The City has or will pay the Vendor or reimburse itself for the payment to the Vendor of the Purchase Price for the Plow Truck Dump Body from the Financed Funds it receives from the Financial Institution.

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

responsibility of the Vendor. The City hereby consents to this assignment in consideration for the Financial Institution's promise to provide the City an amount equal to the Financed Purchase Price to be used to pay the Vendor or reimburse itself the payments made to the Vendor of the Purchase Price for the Plow Truck Dump Body. The Financial Institution hereby accepts this assignment and will, upon execution of this Agreement, pay to the City in immediately available funds, an amount equal to the Financed Purchase Price of the Plow Truck Dump Body to be used by the City to pay the Vendor or reimburse itself the payments made to the Vendor of the Purchase Price of the Plow Truck Dump Body in consideration for the City's promise to pay the Financial Institution the Principal Payments and Interest Payments in accordance with Section 4 hereof.

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

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

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

The City shall make payments when due and shall not withhold any such payments as a result of any disputes arising between the City and the Vendor or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Plow Truck Dump Body being inoperative.

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

Section 7. Ownership of Plow Truck Dump Body. Upon delivery to and acceptance by the City, ownership of the Plow Truck Dump Body shall vest in the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Tax Covenants. The City hereby agrees to comply with all applicable provisions of the Code that must be satisfied at the time of delivery of or subsequent to delivery of this Agreement in order that the Interest Payments be (or continue to be) excluded from gross

income for federal income tax purposes. The City further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds (as that term is used in Section 148 of the Code) of this Agreement which results in this Agreement constituting "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code and that it will comply with any applicable rebate requirements of Section 148(f) of the Code.

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

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

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

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

payment of all obligations under this Agreement or the termination of this Agreement for any reason.

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

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

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

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

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

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

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

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

Section 20. Assignment. This Agreement, and the obligation of the City to make the payments hereunder, may be assigned by the Financial Institution and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the City. The Financial Institution agrees to give notice of assignment

to the City and upon receipt of such notice the City agrees to make all payments to the assignee, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that the City may from time to time have against the Financial Institution or the assignee. The Financial Institution's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee, and (ii) the City receives written notification of the name and address of the assignee. The City hereby designates the Financial Institution or its assignee as its agent to maintain a book entry system in conformance with Section 149(a) of the Code, consisting of a record of ownership that identifies the owner of any interest in this Agreement, which record may be examined by the City at its request. The right to payment of the amounts due hereunder may be transferred only through such book entry system. Anything in the foregoing to the contrary notwithstanding, the Financial Institution's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement.

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

If to the City:

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

If to the Financial Institution:

Mercantile Bank of Michigan
310 Leonard Street, N.W.
Grand Rapids, Michigan 49504

If to the Vendor:

Truck and Trailer Specialties, Inc.
6726 Hanna Lake Road
Dutton, Michigan 49316

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

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

Section 23. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

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

Section 26. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 27. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

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

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

CITY OF LOWELL
"City"

By: _____
Jeff Altoft, Mayor

Attest:

Susan Ullery, City Clerk

MERCANTILE BANK OF MICHIGAN
"Financial Institution"

By: _____
Daniel P. Mitchell
Vice President

TRUCK AND TRAILER SPECIALTIES, INC.
"Vendor"

By: _____
Its: _____

EXHIBIT A

PLOW TRUCK DUMP BODY

Description	Quantity	Purchase Price
Stainless Steel Dump Body including related equipment and appurtenances	1	\$73,371.00

EXHIBIT B

INSTALLMENT PAYMENTS

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest Payment
October 1, 2016		\$344.33	\$344.33
April 1, 2017	\$14,674.20	574.94	15,249.14
October 1, 2017		462.48	462.48
April 1, 2018	14,674.20	459.95	15,134.15
October 1, 2018		346.86	346.86
April 1, 2019	14,674.20	344.97	15,019.17
October 1, 2019		231.24	231.24
April 1, 2020	14,674.20	231.24	14,905.44
October 1, 2020		115.62	115.62
April 1, 2021	<u>14,674.20</u>	<u>114.99</u>	<u>14,789.19</u>
Total:	\$73,371.00	\$3,226.62	\$76,597.62

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 10-16

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

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

WHEREAS, the City of Lowell (the “City”) has determined to acquire a Peterbilt 348 single axle plow truck cab and chassis (the “Plow Truck”) at a cost of \$95,564.00 and to finance the costs thereof through an installment purchase; and

WHEREAS, the City has selected JX Peterbilt – Grand Rapids, Wyoming, Michigan, as the vendor (the “Vendor”), for the Plow Truck; and

WHEREAS, the cost of the Plow Truck is \$95,564.00, and the City has determined to finance the entire cost through an installment purchase; and

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

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

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

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

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

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

WHEREAS, the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Plow Truck, i.e. \$95,564.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. That the proposal of the Financial Institution is hereby approved and that the cost of the Plow Truck in the amount of \$95,564.00 shall be financed through the Financial Institution through an installment purchase at an interest rate of 1.55% per annum by the payment of annual principal commencing April 1, 2017, and ending April 1, 2021 and

semiannual interest payments on April 1 and October 1 commencing October 1, 2016, in approximately equal annual debt service.

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

4. That the Plow Truck has a useful life extending beyond April 1, 2021, the term of the Agreement.

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

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2016 calendar year.

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

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

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

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Susan Ullery, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a regular meeting held on June 6, 2016, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 6, 2016

Susan Ullery, City Clerk

EXHIBIT A

**CITY OF LOWELL
KENT COUNTY, MICHIGAN
ACT 99 INSTALLMENT PURCHASE, SERIES 2016
(PLOW TRUCK)**

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed as of June 14, 2016, (hereinafter referred to as the "Agreement"), by and between the **City of Lowell**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the "City"), **JX Peterbilt – Grand Rapids**, Wyoming, Michigan (hereinafter referred to as the "Vendor"), and **Mercantile Bank of Michigan**, Grand Rapids, Michigan, as assignee of the Vendor (hereinafter referred to as the "Financial Institution").

WITNESSETH:

WHEREAS, the City intends to acquire a plow truck described on Exhibit A attached hereto (hereinafter referred to as the "Plow Truck") from the Vendor for use by the City for public purposes; and

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

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

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

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

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

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

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

“Financed Funds” means the sum of \$95,564.00 to be provided by the Financial Institution towards the Purchase Price of the Plow Truck.

“Financed Purchase Price” means the Purchase Price of the Plow Truck, namely \$95,564.00, to be provided pursuant to the terms of this Agreement.

“Financial Institution” means Mercantile Bank of Michigan, Grand Rapids, Michigan.

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

“Interest Rate” means an interest rate of 1.55% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be October 1, 2016, and subsequent Payment Dates shall be on each April 1 and October 1 hereafter to and including April 1, 2021.

“Plow Truck” means the plow truck, cab and chassis described in Exhibit A attached hereto.

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

“Purchase Price” means the purchase price of the Plow Truck in the amount of \$95,564.00 to be financed pursuant to this Agreement.

“State” means the State of Michigan.

“Vendor” means JX Peterbilt – Grand Rapids, Wyoming, Michigan.

Section 2. Purchase of Plow Truck. The City agrees to purchase and the Vendor agrees to sell and provide the Plow Truck to the City for the Purchase Price pursuant to the terms and conditions of this Agreement. The City has or will pay the Vendor or reimburse itself for the payment to the Vendor of the Purchase Price for the Plow Truck from the Financed Funds it receives from the Financial Institution.

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

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

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

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

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

The City shall make payments when due and shall not withhold any such payments as a result of any disputes arising between the City and the Vendor or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Plow Truck being inoperative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Tax Covenants. The City hereby agrees to comply with all applicable provisions of the Code that must be satisfied at the time of delivery of or subsequent to delivery of this Agreement in order that the Interest Payments be (or continue to be) excluded from gross income for federal income tax purposes. The City further covenants and agrees that it will not

take any action or fail to take any action with respect to the investment of the proceeds (as that term is used in Section 148 of the Code) of this Agreement which results in this Agreement constituting "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code and that it will comply with any applicable rebate requirements of Section 148(f) of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

Section 20. Assignment. This Agreement, and the obligation of the City to make the payments hereunder, may be assigned by the Financial Institution and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the City. The Financial Institution agrees to give notice of assignment to the City and upon receipt of such notice the City agrees to make all payments to the assignee, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that the City may from time to time have against the

Financial Institution or the assignee. The Financial Institution's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee, and (ii) the City receives written notification of the name and address of the assignee. The City hereby designates the Financial Institution or its assignee as its agent to maintain a book entry system in conformance with Section 149(a) of the Code, consisting of a record of ownership that identifies the owner of any interest in this Agreement, which record may be examined by the City at its request. The right to payment of the amounts due hereunder may be transferred only through such book entry system. Anything in the foregoing to the contrary notwithstanding, the Financial Institution's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement.

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

If to the City:

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

If to the Financial Institution:

Mercantile Bank of Michigan
310 Leonard Street, N.W.
Grand Rapids, MI 49504

If to the Vendor:

JX Peterbilt – Grand Rapids
4800 Clyde Park, S.W.
Wyoming, Michigan 49509

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

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

Section 23. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

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

Section 26. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 27. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

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

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

CITY OF LOWELL
"City"

By: _____
Jeff Altoft, Mayor

Attest:

Susan Ullery, City Clerk

MERCANTILE BANK OF MICHIGAN
"Financial Institution"

By: _____
Daniel P. Mitchell
Vice President

JX PETERBILT – GRAND RAPIDS
“Vendor”

By: _____

Its: _____

EXHIBIT A

PLOW TRUCK

Description	Quantity	Purchase Price
Peterbilt 348 Single Axle Cab and Chassis	1	\$95,564.00

EXHIBIT B

INSTALLMENT PAYMENTS

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest Payment
October 1, 2016		\$448.49	\$448.49
April 1, 2017	\$19,112.80	748.85	19,861.65
October 1, 2017		602.37	602.37
April 1, 2018	19,112.80	599.08	19,711.88
October 1, 2018		451.78	451.78
April 1, 2019	19,112.80	449.31	19,562.11
October 1, 2019		301.19	301.19
April 1, 2020	19,112.80	301.19	19,413.99
October 1, 2020		150.59	150.59
April 1, 2021	<u>19,112.80</u>	<u>149.77</u>	<u>19,262.57</u>
Total:	\$95,564.00	\$4,202.62	\$99,766.62

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

RESOLUTION NO. 11-16

**RESOLUTION AUTHORIZING OBTAINING A BUSINESS CREDIT
CARD FROM MERCANTILE BANK OF MICHIGAN IN THE NAME OF
THE CITY TREASURER**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following resolution:

WHEREAS, the City has a need from time to time to make purchases, to register and make reservations for City-related conferences/seminars and in order to carry out other City business for the use of a business credit card; and

WHEREAS, the City has received a proposal from Mercantile Bank of Michigan (the "Bank") for the issuance to the City of a VISA business credit card; and

WHEREAS, the City desires to authorize and approve the application and use of a business credit card.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the City hereby approves the application for the use of a business credit card.
2. That City Treasurer, Suzanne M. Olin, is authorized to apply to the Bank for a VISA business credit card, which shall be in her name as City Treasurer.
3. That the business credit card shall have a limit of not to exceed \$10,000, shall be in the possession and control of the City Treasurer and shall be used to make purchases, register and make reservations for City-related conferences/seminars and to carry out other City business, all of which shall be within approved budgeted expenditures.
4. That all resolutions or parts of resolutions to the extent they are in conflict with this resolution are hereby rescinded.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 6, 2016

Susan Ullery, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on June 6, 2016, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have affixed my official signature this 6th day of June, 2016.

Susan Ullery, City Clerk

RECEIVED

MAY 9 2016

CITY OF LOWELL

CITY OF LOWELL
LOWELL, MICHIGAN

Application for Board or Commission Appointment

Name: BRUCE C. MUNROE

Address: 725 BOWES RD APT C-7

Telephone Numbers: Home N/A Cell 616-340-0345

Email: N/A

Board or Commission Position Desired: LIGHT & POWER / PLANNING COMMISSION

Please give a brief resume of your qualifications for the desired position (you may attach additional information):

I WAS BORN AND RAISED IN LOWELL, I RAISED MY FAMILY HERE. I SERVED MY COUNTRY IN THE AIR FORCE AS A AIRCRAFT ELETRICIAN.

I AM A RETIRED TRUCK DRIVER, I DID LOCAL AND OVER THE ROAD. MIXED IN THAT TIME I HAD A HOME INSULATION COMPANY WITH EMPLOYEES LATER I TRIED SHOE REPAIR FOR 5 YRS PART OF THAT TIME I WAS DOWN TOWN.

IN THE AMERICAN LEGION AND MOOSE I HELD VARIOUS BOARD POSTIONS WHICH I FEEL WOULD BE VERY HELPFUL.

Bruce C Munroe
Signature

Please return application to:

City of Lowell
Attn: City Clerk
301 East Main Street
Lowell, MI 49331

Or by email to:

bmorlock@ci.lowell.mi.us

RECEIVED

APR 25 2016

CITY OF LOWELL

CITY OF LOWELL
LOWELL, MICHIGAN

Application for Board or Commission Appointment

Name: James Salzwedel
Address: 505 N Jefferson Lowell MI 49331
Telephone Numbers: Home 897-7025 Cell 260-3922
Email: j.salzwedel@midstate-security.com
Board or Commission Position Desired: Lowell Light & Power

Please give a brief resume of your qualifications for the desired position (you may attach additional information):

Have served on the planning commission the past 3 1/2 years. Worked in the security field for the past 42 years and during that time have held a state fire alarm licence which require electrical code update classes every two years. I have worked with our part sister company Johnson Electric providing bids for electrical work pertaining to fire system and with their bids for lighting & door control. I have also been part of the leadership team & executive team. Part of those responsibility was to develop a sales budget of \$2.5 million dollars, lead the team when called upon, manage jobs, complete bids and deal with the day to day operations. I was also a very successful high school →
James Salzwedel
Signature

Please return application to:

City of Lowell
Attn: City Clerk
301 East Main Street
Lowell, MI 49331

Or by email to:

sullery@ci.lowell.mi.us

coach who lead his teams to ~~three~~ state titles, along with
10 straight conference crowns, with a 121-1 record. The
boys team made the state finals 4 years & 2 was 93-15 during
that time.

I have also been involved with local charities, Relay For Life,
Habitat for Humanity, Mich Blood, American Vets.

I am a person who cares, Fiscal responsible for spending, good
listener and a concerned citizen.



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

CITY OF LOWELL

Application for Board or Commission Appointment

Name: Donald L Green
Address: 153 S. Pleasant St
Telephone Number: 616 897 6173 Cell Number: 616 802 2184
Email: donaldlgreen@gmail.com
Board or Commission Position Desired: Board of Light and Power

Please give a brief resume of your qualifications for the desired position (you may attach additional information):

10 yrs service - City Council
1+ yr - Planning Commission
20 yrs (approx) - Parks + Recreation Board

Lifelong resident minus the brief exile to
Cascade Township ☺

I would be honored to serve in this
capacity


Signature

Please return application to:

City of Lowell
Attn: City Clerk
301 East Main Street
Lowell, MI 49331

Or by email to:

bmorlock@ci.lowell.mi.us



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

CITY OF LOWELL

Application for Board or Commission Appointment

Name: Andrew Schrauben
Address: 755 Grindle Dr
Telephone Number: n/a Cell Number: 616-745-0417
Email: andrewts@gmail.com
Board or Commission Position Desired: Lowell Light and Power

Please give a brief resume of your qualifications for the desired position (you may attach additional information):

Throughout my service on various boards and commissions for the City of Lowell (see below), my primary goal has been - and continues to be - building a foundation for strategic planning and process-driven operations to better enable the City to serve as a collaborative leader within the greater Lowell community. Lowell Light and Power is an invaluable "wild card" that most other small communities do not have, giving us amazing opportunities to support future growth while maintaining local control of key infrastructure.

Light and Power Board - 2.5 years
City Council - 4 years
LARA Board - 4 years
Parks and Rec Commission - 4 years
Airport Board - 4 years
Planning Commission - 1 year

Andrew Schrauben

Signature

Please return application to:

City of Lowell
Attn: City Clerk
301 East Main Street
Lowell, MI 49331

Or by email to:

bmorlock@ci.lowell.mi.us

RECEIVED

MAY 27 2016

**CITY OF LOWELL
LOWELL, MICHIGAN**



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

INTERIM CITY MANAGER'S REPORT
June 6, 2016

1. Mayor Exchange in Portland is planned for Thursday, June 30.
2. The Showboat Committee is tentatively scheduled to meet again on June 21st at 5:30 pm. The committee wishes to have a council representative on the committee as well. They plan to meet once or twice a month. Committee Chair Lou D'Agostino will be present to answer any questions.
3. An open house is scheduled for retiring Fire Chief Frank Martin on Wednesday, June 15th from 5 – 7 pm at the Look Memorial Fire Station.
4. An inspection of the Look Memorial Fire Station was completed on June 3rd.

Respectfully submitted,

David Pasquale, Interim City Manager



**After 45 years of service
with the Lowell Fire Department**

Frank Martin
is retiring

**Please join us at an open house
June 15, 2016
5:00 – 7:00 pm
at the Lowell Fire Department
Snacks will be available
Come and wish Frank well**

